

# **Integrated Water Resources Management and River Basin Revitalization Program of Espírito Santo - Water and Landscape Program II**

**Request for Bids - Goods**  
**RFB N° 001/2025 BR-AGERH-ES-335529-GO-RFB**  
**(One-Envelope Bidding Process)**

Loan Agreement 9519-BR

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**PUBLISHED ON: July 02, 2025**

Subject of the Contract: Acquisition of an vehicle type Articulated Aerial Ladder Truck

**CONTRACTING PARTY: GOVERNMENT OF THE STATE OF ESPÍRITO SANTO  
THROUGH THE STATE COORDINATION OF CIVIL PROTECTION AND  
DEFENSE OF THE STATE OF ESPÍRITO SANTO**

Vitória/ES, July 2025.

## 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).<sup>1</sup> This SPD has been updated to reflect the World Bank's *Procurement Regulations for IPF Borrowers, July, 2016* as amended from time to time.

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 bidding process in projects that are financed in whole, or in part, by the World Bank through Investment Project Financing.

The Purchaser's technical requirements may be in the form of functional requirements, detailed technical specifications or a combination of both depending on the scope, complexity, risks and market.

This SPD requires the application of **Rated Criteria including their mandatory weightings** for bid evaluation.

This SPD requires that the successful bidder shall submit the **Beneficial Ownership Disclosure Form** in accordance with the requirements of the RFB.

Further, this revision includes provisions to manage cyber security risks, to apply for contracts that have been assessed to present potential or actual cyber security risks.

This SPD does not apply to the procurement of pharmaceuticals, vaccines and educational materials, for which the applicable SPDs shall be applied. This SPD also does not apply to the procurement of commodities (such as grain, animal feed and fertilizers) for which contract conditions and forms consistent with market practice are normally used.

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

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

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<sup>1</sup> 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.

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## Summary

### Specific Procurement Notice

### Specific Procurement Notice - Request for Bids (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 applies a **one-envelope** (1) Bidding process with application of Rated Criteria. 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 defines the criteria for determining the **Most Advantageous Bid**. The Most Advantageous Bid will be the Bid from the Bidder that meets the qualification criteria and has been determined to be:

- (a) highly compliant with the requirements of the Bidding Document; and
- (b) with 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 contains the Special Conditions of Contract (SCC). The contents of this Section modify or supplement 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:** Integrated Water Resources Management and River Basin Revitalization Program of Espírito Santo - Water and Landscape Program II

**Contract Title:** Acquisition of an vehicle type Articulated Aerial Ladder Truck

**Loan No./Credit No./ Grant No.:** IBRD-9519 (P176982)

**RFB Reference N° 001/2025 BR-AGERH-ES-335529-GO-RFB**

1. The State of Espírito Santo, through the Secretariat of State for Environment and Water Resources, with the State Coordination of Protection and Civil Defense of the State of Espírito Santo as co-executor, received funding from the World Bank. This funding is to cover the implementation costs of the Integrated Water Resources Management and River Basin Revitalization Program of Espírito Santo - "Águas e Paisagem II" Program. The State intends to apply part of these funds to payments under contract for the acquisition of an vehicle type Articulated Aerial Ladder Truck.
2. The State Coordination of Protection and Civil Defense of the State of Espírito Santo invites eligible Bidders to submit sealed Proposals for two (2) emergency vehicles, specifically aerial ladder platforms, with a minimum working height of 42 meters, articulated movement in their last section, and a steerable rear axle, to be delivered in Vitória, Espírito Santo, Brazil, within 12 months from the contract signing date.
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" dated November 24, 2020 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Eligible interested bidders can obtain more information from Special Bidding Commission – CEL 1, email [cel1.ugp@seama.es.gov.br](mailto:cel1.ugp@seama.es.gov.br). You can also review the Bidding Documents on the website: <https://seama.es.gov.br/licitacoes>.
5. The Bidding Document, in both Brazilian Portuguese and English, can be accessed by interested bidders on the website: <https://seama.es.gov.br/licitacoes>.
6. Proposals must be delivered to the address below by **4:00 PM on August 4, 2025**. You can send them via postal service or deliver them in person to the SEAMA headquarters, to the attention of the Special Bidding Commission 1 of the "Águas e Paisagem II"

Program, at: Rua Dr. João Carlos de Souza, nº 107, sala 901 - Barro Vermelho, Vitória/ES, CEP: 29.057-530.

7. All proposals must be accompanied by a Bid Security (Garantia da Proposta) equivalent to 5% (five percent) of the total proposed value. The currency for this guarantee will be the Brazilian Real (BRL).
8. It's important to note the Procurement Regulations, which require the Borrower to disclose information about the beneficial ownership of the winning bidder/proponent. This disclosure is part of the Contract Award Notice, as outlined in the Beneficial Ownership Disclosure Form provided in these bidding documents.
9. The address referred to above is:

Special Bidding Commission – CEL 1

Elizane Maria Carneiro Jubini - President of the Special Bidding Commission – CEL 1

Rua Dr. João Carlos de Souza, nº 107, sala 901 - Barro Vermelho Vitória/ES, CEP: 29.057-530. Brazil.

Email: [cel1.ugp@seama.es.gov.br](mailto:cel1.ugp@seama.es.gov.br)

Website: <https://seama.es.gov.br/licitacoes>

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

**Procurement of:  
Vehicle type Articulated Aerial Ladder Truck**

**RFB No:** 001/2025 - BR-AGERH-ES-335529-GO-RFB

**Project:** Integrated Water Resources Management and River Basin Revitalization Program of Espírito Santo - "Águas e Paisagem II" Program

**Purchaser:** State of Espírito Santo through the State Coordination of Protection and Civil Defense of the State of Espírito Santo

**Country:** Brazil

**Issued On:** July 2, 2025

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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 a 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, Fraud and Corruption.

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 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 reference ITB 2.1 (the name of the project), 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, and 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, Eligible Countries, 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
- Section IX - Special Conditions of Contract
- 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 the Bidding Document**

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

**8. Amendment of Bidding Document**

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

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

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

**C. Preparation of Bids**

**9. Cost of Bidding**

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

regardless of the conduct or outcome of the Bidding process.

## 10. Language of Bid

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

## 11. Documents comprising Bid

11.1 The Bid must include the following documents:

(a) **Bid Submission Form:** Prepared in accordance with ITB 12;

(b) **Price Schedules:** Completed in accordance with ITB 12 and ITB 14;

(c) **Bid Security or Bid Security Declaration:** In accordance with ITB 19.1;

(d) **Alternative Bid:** If permitted, in accordance with ITB 13;

(e) **Authorization:** Written confirmation authorizing the signatory of the Bid to bind the Bidder, in accordance with ITB 20.3;

(f) **Qualifications:** Documentary evidence, in accordance with ITB 17, demonstrating the Bidder's qualifications to perform the Contract if their Bid is successful;

(g) **Bidder's Eligibility:** Documentary evidence, in accordance with ITB 17, demonstrating the Bidder's eligibility to participate in the bidding;

(h) **Eligibility of Goods and Related Services:** Documentary evidence, in accordance with ITB 16, demonstrating the eligibility of the Goods and Related Services to be supplied by the Bidder;

(i) **Conformity:** Documentary evidence, in accordance with ITB 16 and ITB 30, demonstrating 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 of ITB 11.1, Bids submitted by a Joint Venture (JV) must include a copy of the Joint Venture Agreement signed by all members. Alternatively, a letter of intent to enter into a Joint Venture Agreement if the bid is successful must be signed by all members and submitted with the Bid, along with a copy of the proposed Agreement.

11.3 The Bidder must include in the Bid Submission Form information regarding commissions and gratuities, if any, paid or to be paid to agents or any other interested party in this Bid.

## **12. Letters of Bid and Price Schedules**

12.1. The Bidder shall prepare the Letter of Bid – Technical Part, and Letter of Bid – Financial Part 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 - Financial Part 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 - Financial Part, 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 - Financial Part, 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 presented in accordance with ITB 14.4, provided that 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 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:

- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

### **15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified **in the BDS**.
- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

### **16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified **in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other

standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents  
Establishing the  
Eligibility and  
Qualifications of the  
Bidder**

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, 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 must remain valid for the Period of Bid Validity specified in the FDE (Form of Bid). The Period of Bid Validity begins on the date set as the deadline for bid submission (as determined by the Purchaser in accordance with ITB 22.1). A bid valid for a shorter period will be considered non-responsive and rejected by the Purchaser.

18.2. In exceptional circumstances, prior to the expiry of the Bid validity, 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, 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 the Technical 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 from 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 date of expiry of the Bid validity, or beyond any extended date 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:
  - (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date 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 11.5.
- 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 any extended date provided by the Bidder, 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 must submit the **original** of the documentation comprising the Bid, as described in ITB 11, and clearly mark it with the designation "Original." Alternative Bids, if permitted according to ITB 13, must be clearly identified as "Alternative." Additionally, the Bidder must send copies of the Bid, in the number specified in the FDE, and clearly mark them as "Copy." In case of any discrepancy between the original and the copies, the original will 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 of Bids

### 21. Sealing and Marking of Bids

- 21.1 The Bidder must submit the Bid in a single sealed envelope (single-envelope bidding process). Inside this single

envelope, the Bidder must place the following separate and sealed envelopes:

- (a) in an envelope clearly marked "Original", all documents that comprise the Bid, as described in ITB 11; and
- (b) in an envelope clearly marked "Copies", all required copies of the Bid; and,
- (c) if Alternative Bids are permitted according to ITB 13 and, if applicable:
  - i. in an envelope clearly marked "Original-Alternative", the alternative Bid; and
  - ii. in an envelope clearly marked "Copies – Alternative Bid", all required copies of the alternative Bid.

21.2 The inner and outer envelopes must:

- (a) display the Bidder's name and address;
- (b) be addressed to the Purchaser in accordance with ITB 22.1;
- (c) make specific reference to this bidding process as indicated in ITB 1.1; and
- (d) display a notice not to open before the time and date of bid opening.

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

## 22. Deadline for Submission of Bids

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

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

## 23. Late Bids

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance

with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

#### **24. Withdrawal, Substitution, and Modification of Bids**

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

- (a) prepared and submitted in accordance with ITB 20 and ITB 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 -Technical Part and repeated in the Letter of Bid - Financial Part, 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 this Bid opening, publicly open and read out, in accordance with this ITB, 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, the written notice of withdrawal in the 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. Only Bids that are opened and read out at Bid opening shall be considered further.
- 25.5. Next, all remaining envelopes will be opened one at a time, and the following will be read aloud: the Bidder's name and any modification; the total Bid Price, per lot (contract), if applicable, including any discounts and alternative bids; the existence or absence of a Bid Security, if required; and any other details the Purchaser deems necessary.
- 25.6. Only bids, alternative bids, and discounts that are opened and read aloud at the bid opening session will continue to be considered for evaluation. The Bid Submission Form and the Price Schedules must be initialed by the Purchaser's representatives present at the bid opening session, in accordance with the form specified in the BDS.
- 25.7. The Purchaser will not discuss the merits of any bid, nor will they reject any bid (with the exception of late bids, as per ITB 23.1).
- 25.8. The Purchaser will keep a record of the bid opening, which will include, at a minimum:
  - (a) The Bidder's name and the mention of a withdrawal, substitution, or modification;
  - (b) The Bid Price, per lot (contract), if applicable, including any discounts;

(c) Any alternative bids;

(d) The existence or absence of a Bid Security or Bid Security Declaration, if 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 related to bid evaluation and contract award recommendations will only be disclosed to bidders or anyone else not officially involved in the bidding process **after** the contract award intention has been sent 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, and comparison of bids and qualification of Bidders, the Purchaser may, at its discretion, ask any Bidder for clarification of their bid. Any clarification submitted by a Bidder regarding their bid, but not in response to a Purchaser's request, will be disregarded. The Purchaser's request for clarification and the Bidder's response must be in writing. No changes, including any voluntary increases or decreases in prices or the substance of the bid, will be sought, offered, or permitted, except to confirm the correction of arithmetic errors identified by the Purchaser in the evaluation of 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 Conformity**

- 29.1 The Purchaser's determination of a Bid's conformity will be based on the content of the Bid itself, as defined in ITB 11.
- 29.2 A Bid will be considered conforming if it meets the requirements of the Bidding Document without material deviations, reservations, or omissions. A deviation, reservation, or omission will be considered material if:
  - (a) If accepted, it would:
    - (i) Substantially affect the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
    - (ii) Substantially limit, in conflict with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (b) If rectified, it would unfairly affect the competitive position of other Bidders who submitted substantially conforming Bids.

### **30. Nonconformities, Errors and Omissions**

- 30.1 Provided the bid is substantially responsive, the Purchaser may disregard any non-conformities in the bid.
- 30.2 Provided the bid is substantially responsive, the Purchaser may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify minor non-conformities or omissions in the bid related to documentation requirements. Such omission will not be related to any aspect of the Bid Price. If the Bidder fails to comply with the request, their bid may be rejected.
- 30.3 The Purchaser will correct quantifiable non-material non-conformities related to the Bid Price, provided the bid is substantially responsive. In this regard, the Bid Price will be adjusted, for comparison purposes only, to

reflect the price of a missing or non-conforming item or component as provided in the **BDS**.

**31. Correction of  
Arithmetical Errors**

31.1 Provided the Bid is conforming, the Purchaser will correct arithmetical errors based on the following:

- (a) If there's a discrepancy between the unit price and the line item total obtained by multiplying the unit price by the quantity, the unit price will prevail, and the line item total will be corrected. This applies unless, in the Purchaser's opinion, there's an obvious misplacement of the decimal point in the unit price. In that case, as stated before, the line item total will prevail, and the unit price will be corrected.
- (b) If there's an error in a total corresponding to the addition or subtraction of subtotals, the subtotals will prevail, and the total will be corrected.
- (c) If there's a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures will prevail, in accordance with (a) and (b) above.

31.2 Bidders will be asked to accept the correction of arithmetical errors. Bidders who do not accept the corrections, as per ITB 31.1, will have their Bids rejected.

**32. Conversion to Single  
Currency**

32.1 For evaluation and comparison purposes, the bid currency(ies) must be converted into a single currency, as specified in the **BDS** (Bidding Data Sheet).

**33. Preference Margin**

33.1 Unless otherwise specified in the **BDS** (Bidding Data Sheet), no preference margin will be applied.

**34. Evaluation of Bids**

34.1 The Purchaser will adopt the criteria and methodologies listed in these ITB (Instructions to Bidders) and in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies will be permitted. In applying these criteria and methodologies, the Purchaser will determine the **Most Advantageous Bid**, which will be the bid from the Bidder who meets the qualification criteria and whose bid has been evaluated as:

- (a) Substantially conforming to the Bidding Document; and
  - (b) Having the lowest evaluated cost.
- 34.2 To evaluate a Bid, the Purchaser will consider the following:
- (a) The evaluation will be conducted 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 arithmetical errors, in accordance with ITB 31.1;
  - (c) Price adjustment due to offered discounts, in accordance with ITB 14.4;
  - (d) If necessary, conversion of the amount resulting from the application of items (a) to (c) above into a single currency, in accordance with ITB 32;
  - (e) Price adjustment due to quantifiable immaterial non-conformities, in accordance with ITB 30.3; and
  - (f) Additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied during the Contract execution period, will not be taken into account in the bid evaluation.
- 34.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology for determining the lowest evaluated cost of lot (contract) combinations, including any discounts offered in the Bid Submission Form, will be specified in Section III, Evaluation and Qualification Criteria.
- 34.5 The Purchaser's evaluation of a Bid will exclude and will not take into account:
- (a) Sales and other similar taxes on the Goods if a contract is awarded to the Bidder, when the Goods are manufactured in the Purchaser's Country;
  - (b) Customs duties and other import taxes on imported Goods, sales taxes, and other similar taxes on the Goods if the contract is awarded to the Bidder, when the Goods are manufactured outside the Purchaser's Country, have already been imported, or will be imported;

(c) Any price adjustment provision during the Contract execution period, if provided in the Bid.

34.6 The Purchaser's evaluation of a Bid will take into account factors other than the Bid Price quoted in accordance with ITB 14. These factors may relate to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the selected factors, if any, will be expressed in monetary terms to facilitate the comparison of Bids, unless otherwise specified in the BDS among the terms set forth in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be adopted will be those specified in ITB 34.2 (f).

### 35. Comparison of Bids

35.1 The Purchaser will compare the evaluated costs of all substantially conforming bids, as determined in accordance with ITB 34.2, to identify the lowest evaluated cost. The comparison will be based on **CIP (final destination place) prices for imported goods and EXW prices, plus the cost of inland transportation and insurance to the place of destination, for goods manufactured in the Borrower's country**, along with the prices of any necessary installation, training, commissioning, and other services. The price evaluation will **not** take into account customs duties and other taxes on imported goods quoted with CIP prices, nor sales taxes and similar taxes on 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 elements of the Bid, appears so low that it 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. Bidder Qualification**
- 37.1 The Purchaser will, at its discretion, assess whether the eligible Bidder selected for submitting the lowest evaluated cost meets the qualification criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The assessment will be based on the examination of the documentary evidence of the Bidder's qualifications submitted by them in accordance with ITB 17. The assessment will **not** take into consideration the qualifications of other entities, such as subsidiaries, parent companies, affiliates, the Bidder's subcontractors (unless they are specialized subcontractors permitted in the Bidding Document), or any other entity not directly related to the Bidder.
- 37.3 A positive assessment will be a prerequisite for the award of the Contract to the Bidder. A negative assessment will result in the disqualification of the Bid, in which case the Purchaser will proceed to the next Bidder offering the substantially conforming Bid with the next lowest evaluated cost to conduct a similar assessment of that Bidder's qualifications for satisfactory performance.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 39. Standstill Period**
- 39.1 The Standstill Period will be 10 (ten) Business Days, unless extended in accordance with ITB 44. The Standstill Period will commence on the day following the date the Purchaser sends the Notification of Intent to Award the Contract to all Bidders. The Standstill Period will not apply when only one bid is submitted or when the contract is in response to an emergency situation recognized by the Bank.
- 40. Notification of Intention to Award**
- 40.1 The Purchaser will send all Bidders the Notification of Intent to Award the Contract to the winning Bidder. The Notification of Intent to Award must contain, at a minimum, the following information:
- (a) Name and address of the Bidder who submitted the winning Bid;
  - (b) Contract Price for the winning Bid;

- (c) Names of all Bidders who submitted Bids, as well as their Bid Prices, as read aloud and evaluated;
- (d) Explanation of the reason(s) why the Bid (of the non-winning Bidder receiving the notification) was not successful, unless the price provided, based on paragraph (c) above, already reveals the reason;
- (e) Expiration date of the Standstill Period;
- (f) Instructions for requesting clarifications and/or submitting complaints during the Standstill Period.

## **F. Award of Contract**

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|--|---|
| <b>41. Award Criteria</b>  | <p>41.1 As per ITB 38, the Purchaser will award the Contract to the Bidder submitting the Most Advantageous Bid. The Most Advantageous Bid will be the proposal from the Bidder who meets the qualification criteria and whose bid has been determined to be:</p> <ul style="list-style-type: none"> <li>(a) Substantially conforming to the Bidding Document; and</li> <li>(b) Having the lowest evaluated cost.</li> </ul>  |
| <b>42. Purchaser's Right to Vary Quantities at Time of Award</b> | <p>42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages <b>specified in the BDS</b>, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.</p>   |
| <b>43. Notification of Award</b>                                 | <p>43.1 Before the expiration of the Bid Validity Period and upon the expiration of the Standstill Period, as specified or extended in accordance with ITB 39.1, and upon satisfactory resolution of any complaints submitted during the Standstill Period, the Purchaser will inform the successful Bidder in writing that their proposal has been selected. This notification of award (referred to as the "Letter of Acceptance" herein and in the Contract Forms) will specify the amount due by the Purchaser to the Supplier in consideration of the Contract's execution (referred to as the "Contract Price" in the Conditions of Contract and Contract Forms).</p> |

- 43.2 Within 10 (ten) Business Days after the date of sending the Letter of Acceptance, the Purchaser must publish the Contract Award Notice, which must contain, at a minimum, the following information:
- (a) Name and address of the Purchaser;
  - (b) Name and reference number of the awarded contract and the selection method used;
  - (c) Names of all Bidders who submitted Bids and their Bid Prices, as read aloud at the bid opening session and as evaluated;
  - (d) Names of all Bidders whose Bids were rejected, either due to non-conformity or non-observance of qualification criteria, or were not evaluated, with the respective reasons;
  - (e) Name of the winning Bidder, total final contract price, contract duration, and a summary of its scope; and
  - (f) Disclosure form of the Bidder's beneficial ownership, if specified in BDS ITB 45.1.
- 43.3 The Contract Award Notice will be published on the Purchaser's freely accessible website, if available, or in at least one national newspaper in the Purchaser's Country, or in the official gazette. The Purchaser will also publish the Contract Award Notice on the UNDB online portal.
- 43.4 The Letter of Acceptance will constitute a binding Contract until a formal Contract is prepared and signed.

#### **44. Debriefing by the Purchaser**

- 44.1 Upon receiving the Notification of Intent to Award from the Purchaser, as referred to in ITB 40.1, the non-winning Bidder will have 3 (three) Business Days to request clarifications from the Purchaser in writing. The Purchaser will provide clarifications to all non-winning Bidders whose request is received within this timeframe.
- 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 a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form 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, if the signing of the Contract Agreement is not possible due to any export restrictions to the Purchaser's Country attributable to the Purchaser, or to the use of the products/goods, systems, or services to be supplied, where such restrictions arise from trade regulations of a country supplying these products/goods, systems, or services, the Bidder will not be bound by its Bid. This is provided, however, that the Bidder can demonstrate, to the satisfaction of the Purchaser and the Bank, that the signing of the Contract Agreement was not prevented by any lack of diligence on the Bidder's part in fulfilling any formalities, including requesting necessary permits, authorizations, and licenses for the export of the products/goods, systems, or services stipulated in the Contract.

#### **46. Performance Security**

- 46.1 Within twenty-eight (28) days of the receipt of the 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 Most Advantageous Bid.

**47. Procurement Related  
Complaint**

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

## Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is : <b>001/2025 - BR-AGERH-ES-335529-GO-RFB</b></p> <p>The Purchaser is: <i>State of Espírito Santo, through the State Coordination for Civil Protection and Defense of the State of Espírito Santo</i></p> <p>The name of the RFB is: <i>Acquisition of an</i> vehicle type Articulated Aerial Ladder Truck</p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>single lot</b></p>
ITB 1.2(a)	Not Applicable
ITB 2.1	<p><b>Borrower:</b> The State of Espírito Santo, with the State Coordination for Civil Protection and Defense of the State of Espírito Santo acting as co-executing agency, by virtue of the Subsidiary Agreement signed on June 14, 2024.</p> <p><b>Loan or Financing Agreement Amount:</b> US\$ 113,600,000.00 (one hundred thirteen million, six hundred thousand US dollars)</p> <p><b>Project Name:</b> Integrated Water Resources Management and River Basin Revitalization Program of Espírito Santo - Water and Landscape Program II</p>
ITB 4.5	A list of ineligible individuals and entities is available on the World Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>
	<b>B. Contents of Bidding Document</b>
ITB 7.1	<p>For <b>Bid Clarification</b> purposes only, the Purchaser's contact information is:</p> <p><b>Attn:</b> Elizane Maria Carneiro Jubini <b>Address:</b> Rua Dr. João Carlos de Souza, nº 107, 9º andar, Barro Vermelho, sala 901 <b>City:</b> Vitória/ES <b>Postal Code:</b> 29.057-530 <b>Country:</b> Brazil <b>Email:</b> cell.ugp@seama.es.gov.br</p>

	<p>Requests for clarifications <b>must be received by the Purchaser no later than 10 days before the final deadline for bid submission.</b></p> <p><b>Websites:</b></p> <ul style="list-style-type: none"> <li>• <a href="https://seama.es.gov.br/licitações">https://seama.es.gov.br/licitações</a></li> <li>• <a href="https://defesacivil.es.gov.br/licitações">https://defesacivil.es.gov.br/licitações</a></li> </ul>
	<p><b>C. Preparation of Bids</b></p>
<p><b>ITB 10.1</b></p>	<p>For this bidding process, the official language of the bid is <b>English</b>. However, the Bidding Documents have also been translated into the national language, <b>Brazilian Portuguese</b>.</p> <p>Bidders have the option to submit their proposals in <b>either English or Brazilian Portuguese</b>. Please note that <b>bidders should not submit proposals in more than one language</b>.</p> <p>All correspondence related to this bidding process must be conducted in <b>Portuguese or English</b>. Supporting documents and printed literature should also be translated into <b>Portuguese or English</b>.</p>
<p><b>ITB 11.1 (j)</b></p>	<p><b>Bidder's Proposal Required Documents</b></p> <p>The Bidder's Proposal must contain the following additional documents:</p> <p><b>I - BRAZILIAN COMPANIES:</b></p> <ol style="list-style-type: none"> <li>1. <b>Proof of registration</b> with the National Register of Legal Entities – CNPJ.</li> <li>2. <b>Constitutive Act, Bylaws, or Articles of Association</b> in force, duly registered, accompanied by proof of the acting administrators.</li> <li>3. <b>Proof of fiscal regularity</b> with Social Security and the National Treasury, jointly issued by the Federal Revenue Secretariat of Brazil (RFB) and the Attorney General of the National Treasury (PGFN).</li> <li>4. <b>Certificate of regularity</b> with the Guarantee Fund for Time of Service (Fundo de Garantia do Tempo de Serviço – FGTS).</li> <li>5. <b>Proof of fiscal regularity</b> with the State Treasury, related to ICMS (State VAT), for the Bidder's domicile and headquarters.</li> <li>6. <b>Proof of fiscal regularity</b> with the Municipal Treasury, consisting of the certificate of movable property taxes for the Bidder's domicile and headquarters.</li> <li>7. <b>Negative Certificate of Bankruptcy, Judicial Reorganization</b> issued by the distribution court of the legal entity's headquarters or the civil distribution court of the individual/legal entity's domicile,</li> </ol>

	<p>dated no more than 180 (one hundred and eighty) days prior to the bid submission deadline.</p> <p>a) If the certificate submitted is positive for judicial reorganization, the Bidder must present proof of the competent court's approval/deferral of the judicial reorganization plan.</p> <p>b) If the Bidder is a branch, it must also present the certificate from the parent company, i.e., from both.</p> <p>8. <b>Declaration</b> that there are no supervening facts preventing the contract's award to the Bidder, and that the Bidder has not been declared unfit by the Public Administration or barred from bidding and contracting by any federal, state, or municipal public administration body or entity.</p> <p>9. <b>Proof of absence of debts</b> with the Labor Justice, consisting of the Negative Certificate or Positive Certificate with Negative Effect of Labor Debts (CNDT).</p> <p>10. <b>Declaration of compliance</b> with the Ministry of Labor regulations prohibiting night, dangerous, or unhealthy work for minors under 18 years of age, as well as any work for minors under 14 years of age.</p> <p>11. <b>Declaration</b> that it does not employ individuals performing degrading or forced labor, observing the provisions of items III and IV of Article 1 and item III of Article 5 of the Federal Constitution.</p> <p>12. <b>Declaration</b> that it complies with the requirements for reserving positions for people with disabilities and for those rehabilitated by Social Security, as provided by law and other specific norms.</p> <p>13. <b>Audited balance sheet</b> for the last 03 (three) years.</p> <p>14. <b>Balance sheet, income statement, and other financial statements</b> for the last 2 (two) fiscal years.</p> <p><b>II – FOREIGN COMPANIES:</b></p> <p>When available in their countries of origin, foreign bidders must submit the following documents (or their equivalents) with their proposal, in original or copy:</p> <ol style="list-style-type: none"> <li>1. <b>Proof of fiscal and legal regularity</b> issued by the competent authorities of the Bidder's country of origin, certifying the company's status and type (profile), in addition to authorization to work abroad.</li> <li>2. <b>Certificate of non-bankruptcy or insolvency</b> issued by the competent authority.</li> </ol>
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3. **Audited balance sheet** or, if not required by the Bidder's country's law, other financial statements acceptable to the Contracting Party, for the last 03 (three) years.

All documents must be accompanied by a translation into English or Portuguese, according to your chosen language for the proposal.

III - ALL BIDDERS:

**1. Only in the case of a Consortium:**

The Bidder must present the following documents:

**Public or private consortium constitution commitment agreement** signed by all consortium members, clearly and precisely stating the commitments made between themselves and regarding the object of the bid, containing at a minimum clauses that regulate:

a) The denomination of the future consortium, which must be composed of the ordered, summarized agglutination of the corporate names of the companies that constitute it, beginning with the name of the leading company, followed by the names of the other members. b) The indication of each company's participation percentage. c) The objective of the intended consortium. d) The indication of the leading company and its representative, who will also be the representative of the companies in the Bid and other subsequent phases. e) The representation of the companies intended for the Consortium, granting the leading company powers to represent them in all acts related to the Bid and its subsequent phases.

If the proposal submitted in consortium form wins the Bid, the consortium must be registered before signing the Contract.

**2. Code of Conduct (ESHS)**

The Bidder must submit its **Code of Conduct** to be applied to the Contractor's Personnel (as defined in Sub-Clause 14.10.1 of the Special Conditions of Contract - SCC), to ensure compliance with its **Environmental, Social, Health, and Safety (ESHS)** obligations under the contract, including, but not limited to, risks associated with labor migration, transmission of communicable diseases, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior and crime, and maintaining a safe environment, etc.

Additionally, the Bidder must detail how this Code of Conduct will be implemented. This will include: how it will be introduced into employment/engagement conditions, what training will be provided, how it will be monitored, and how the Contractor proposes to handle any violations. The Contractor must implement the agreed Code of Conduct.

	<p><b>3. Management Strategies and Implementation Plans (MSIP) to manage ESHS risks:</b></p> <p>The Bidder must submit <b>Management Strategies and Implementation Plans (MSIP)</b> to manage the following main environmental, social, health, and safety (ESHS) risks:</p> <ul style="list-style-type: none"> <li>• <b>Traffic Management Plan</b> to ensure the safety of local communities from construction traffic.</li> <li>• <b>Water Resources Protection Plan</b> to prevent contamination of drinking water.</li> <li>• <b>Boundary Marking and Protection Strategy</b> for mobilization and construction to prevent adverse external impacts.</li> <li>• <b>Strategy to obtain Consents/Licenses</b> before starting relevant works, such as opening a quarry or a borrow pit.</li> <li>• <b>Action Plan for the Prevention and Response to Gender-Based Violence and Sexual Exploitation and Abuse (GBV/SEA).</b></li> </ul> <p>The Contractor must submit for approval and subsequently implement the <b>Contractor's Environmental and Social Management Plan (C-ESMP)</b>, in accordance with the General Conditions of Contract, sub-clause 5.1, which includes the Management Strategies and Implementation Plans described herein.</p>
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 14.5</b>	The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.
<b>ITB 14.7</b>	The Incoterms edition is: <i>2020</i>
<b>ITB 14.8 (b)(i) e (c)(v)</b>	<p><b>Delivery Location</b></p> <p>The destination for delivery is the <b>Headquarters of the Maintenance and Transport Department (DepMaT) of the Military Fire Department of the State of Espírito Santo.</b></p> <p><b>Address:</b> Av. Iracy Corteletti, N° 93, Cobilândia, Vila Velha / Espírito Santo – BRAZIL <b>CEP:</b> 29111-265</p>
<b>IAL 14.8(a)(iii), (b)(ii) e (c)(v)</b>	<b>Final Destination (Project Location):</b> Same as the delivery location.
<b>ITB 15.1</b>	The Bidder will be required to quote the portion of the Bid Price corresponding to expenses incurred in the <b>Purchaser's Country currency.</b>

<b>ITB 16.4</b>	<b>Operational Period of Goods (for spare parts purposes):</b> 36 (thirty-six) months or the period provided by the manufacturer, if longer. Both periods start from the first business day following the definitive acceptance date of the item.
<b>ITB 17.2 (a)</b>	Manufacturer's authorization is: <i>required</i>
<b>ITB 17.2 (b)</b>	After sales service is: <i>required</i>
<b>ITB 18.1</b>	The <b>Bid Validity Period</b> will be <b>120 (one hundred and twenty) days</b> , counted from the final deadline for bid submission.
<b>ITB 18.3 (a)</b>	Not Applicable
<b>ITB 19.1</b>	<i>The Bid Security will be mandatory. The value will be equivalent to 5% (five percent) of the total proposed value, and the currency will be the Brazilian Real (BRL).</i>
<b>ITB 19.3 (d)</b>	<b>Administrative check.</b>
<b>ITB 20.1</b>	In addition to the original version of the Proposal, the number of copies will be <b>01 digital copy (PDF)</b> , delivered on a USB flash drive at the time of submitting the original proposal.
<b>ITB 20.3</b>	The <b>written confirmation of authorization to sign on behalf of the Bidder</b> will consist of a <b>legal power of attorney, with a notarized signature</b> , unless it is signed via a qualified electronic signature (digital certificate).
	<b>D. Bid Submission and Opening</b>
<b>ITB 22.1</b>	<p><b>Bid Submission Address and Deadline</b></p> <p>For bid submission purposes only, the <b>Purchaser's address</b> is:</p> <p><b>Attn:</b> Liziane Maria Carneiro Jubini</p> <p><b>Address:</b> Rua Dr. João Carlos de Souza, nº 107, Barro Vermelho, Sala 901 <b>City:</b> Vitória/ES <b>Postal Code:</b> 29.057-530</p> <p><b>Country:</b> Brazil</p> <p>The <b>deadline for submitting proposals</b> is:</p> <p><b>Date:</b> August 4, 2025</p> <p><b>Time:</b> 4:00 PM</p> <p>Please note that <b>bidders "cannot" submit their proposals by electronic means.</b></p>

<b>ITB 25.1</b>	<p>The <b>Bid Opening</b> will take place at:</p> <p><b>Address:</b> Rua Dr. João Carlos de Souza, nº 107, 9º andar, Barro Vermelho, sala 901 <b>City:</b> Vitória/ES <b>Country:</b> Brazil</p> <p><b>Date:</b> August 4, 2025</p> <p><b>Time:</b> 4:00 PM</p>
<b>ITB 25.6</b>	<p>The <b>Letter of Bid</b> and the <b>Price Schedules</b> must be initialed by all of the Purchaser's representatives conducting the bid opening session.</p>
<b>E. Bid Evaluation and Comparison</b>	
<b>ITB 30.3</b>	<p>The adjustment will be made based on the <b>average price of the item or component</b>, as found in other substantially responsive Bids. If it's not possible to derive the price of the item or component from other substantially responsive Bids, the Purchaser will use its <b>best estimate</b>.</p>
<b>ITB 32.1</b>	<p>For the purpose of evaluating and comparing bids submitted in various currencies, the currency used will be the <b>Brazilian Real (BRL)</b>. Any currencies presented in the bid will be converted to BRL using the <b>selling exchange rate</b>.</p> <p>The <b>source for the exchange rate</b> will be the <b>Central Bank of Brazil</b>.</p> <p>The <b>date considered for the exchange rate</b> will be <b>28 days prior to the deadline for bid submission</b>.</p>
<b>ITB 34.2(a)</b>	<p>The evaluation will be conducted for the <b>Single Lot</b>.</p>
<b>F. Contract Award</b>	
<b>ITB 42</b>	<p>he quantities <b>may be increased by a maximum percentage of 50% (fifty percent)</b>.</p> <p>The quantities <b>may not be decreased</b>.</p>
<b>ITB 45.1</b>	<p>The successful Bidder must submit the <b>Beneficial Ownership Disclosure Form</b>.</p>
<b>ITB 47.1</b>	<p>Procedures for filing a procurement-related complaint are detailed in the Procurement Regulations for IPF Borrowers (Annex III). If a Bidder wishes to file such a complaint, they should do so in writing (by the fastest available means, whether email or fax), in accordance with these procedures, to:</p>

	<p>Attn: Liziane Maria Carneiro Jubini Title/Position: President of the Special Bidding Commission 1 of the Integrated Water and Landscape Management Program II. Purchaser: State of Espírito Santo, through the State Coordination for Civil Protection and Defense of the State of Espírito Santo - CEPDEC Email: cell.ugp@seama.es.gov.br</p> <p>In summary, a procurement-related complaint may refer to any of the following aspects:</p> <ol style="list-style-type: none"><li>1. The terms of the Bidding Documents.</li><li>2. The Purchaser's decision to award the contract.</li></ol>
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## **Section III - Evaluation and Qualification Criteria**

## Summary

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**1. Preference Margin (ITB 33)**

Not applicable.

**Most Advantageous Bid**

The Purchaser will use the criteria and methodologies outlined in Sections 2 and 3 below to determine the **Most Advantageous Bid**. The Most Advantageous Bid will be the Bidder's Proposal that meets the qualification criteria and has been determined to be:

(a) substantially responsive to the Bidding Documents; and (b) with the lowest evaluated cost.

**2. Evaluation (ITB 34)****2.1. Evaluation Criteria (ITB 34.6)**

The Purchaser's evaluation of a Bid will take into consideration, in addition to the Bid Price quoted in accordance with ITB 14.8, the lowest evaluated cost, in accordance with ITB 14.8 and item 3 of this Section. In this case, insert in the FDE, item 34.6 - not applicable.

**2.2. Multiple Contracts (ITB 34.4)**

Not applicable.

**2.3. Alternative Bids (ITB 13.1)**

Not applicable.

**3. Qualification (ITB 37)****3.1 Qualification Criteria (ITB 37.1)**

After determining the substantially responsive Bid that offers the lowest evaluated cost in accordance with ITB 34 and after evaluating, if applicable, any Abnormally Low Bid (in accordance with ITB 36), the Purchaser will conduct the post-qualification of the Bidder, in accordance with ITB 37, based solely on the specified requirements. Requirements not included in the text below shall not be used in evaluating the Bidder's qualifications.

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

(i) **Financial Capability** The Bidder must provide documentary evidence that it meets the following financial requirements:

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

(ii) **Experience and Technical Capability** The Bidder must provide documentary evidence that it meets the following experience requirement(s):

(ii.i) **History of Non-Execution of Contracts:** The bidder must prove that, in the last 5 (five) years, there has been no default in the execution of signed contracts, except in cases where eventual disputes have been fully resolved in accordance with the formal dispute resolution mechanisms provided in the contract.

(ii.ii) **Pending Litigation:** All pending litigations in total must not represent more than 50% (fifty percent) 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 procurement in the last 5 (five) years, counting from the date of the Bid.

(iii) **Documentary Evidence:** The Bidder must provide documentary evidence that the Goods it offers meet the requirements described above. The Bidder must provide documentary evidence that the goods offered meet the required technical and operational specifications. The detailed specifications, including use and performance requirements, are described in the Technical Specifications Document, which must be fully considered to prove the conformity of the proposed goods.

**(b) If the Bidder is not a manufacturer:**

If the Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer, through the Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer must demonstrate the qualifications above (i), (ii), (iii), and the Bidder must demonstrate that it has successfully completed at least 3 (three) contracts for similar Goods in the last 5 (five) years.

## Section IV - Bidding Forms

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## Letter of Bid

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

*Bidders should prepare this Letter of Bid on company letterhead, clearly displaying the bidder's full legal name and business address.*

*Note: All italicized text is intended to help bidders complete this form.*

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

**RFQ No.:** [Insert RFQ process number]

**Request for Proposal No.:** [Insert identification]

To: [Insert full name of the Purchaser]

**(a) No Reservations:** We have examined the Bidding Document, including Addenda issued in accordance with ITB 8, and we have no reservations to the Bidding Document;

**(b) Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

**(c) Bid Security Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on the execution of a Bid Security Declaration or Bid Security 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: [Insert the total price of the Bid in figures and words, indicating the various amounts and their 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 calculation to determine the net price after the application of discounts is shown below: [Specify in detail the method that will be used to apply the discounts];

**(g) Bid Validity Period:** Our Bid shall be valid for the period specified in FDE 18.1 (as current, if applicable), from the date fixed for the Bid submission deadline specified in FDE 22.1 (as current, if applicable). Our Bid shall remain binding 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 have not submitted any other Bid as an individual Bidder and have not participated in any other Bid(s) as a Joint Venture member or as a subcontractor, and we meet the requirements of ITB 4.3, except for 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, in relation to any part of the contract, are not subject to temporary suspension or debarment imposed by a member of the World Bank Group or debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions among the World Bank and other development banks. Furthermore, we are not ineligible due to official laws or regulations of the Purchaser's Country or due 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 we meet the requirements of ITB 4.6];

**(l) Commissions, gratuities, fees:** We have paid, or will pay, the following commissions, gratuities, or fees relating to the bidding process or the execution of the Contract: [Insert full name of each Recipient, their full address, the reason for which each commission or gratuity was paid, and the amount and currency of each commission or gratuity]

Beneficiary Name	Address	Reason	Amount

(If nothing was or will be paid, indicate "nothing.")

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

**(n) No Obligation of Acceptance by Purchaser:** We understand that you are not bound to accept the lowest evaluated 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 Bidder:** \*[Insert full legal name of Bidder]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\*[Insert full legal name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [Insert full title of the person signing the Bid]

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

**Date of signing:** [Insert date of signing] day of [Insert month] [Insert year]

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

\*\* The person signing the Bid shall be a duly appointed attorney-in-fact of the Bidder. The power of attorney shall be attached to the Bid Schedule.

## 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 Bidding process]*

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

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. 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"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Purchaser</li> </ul>

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

## 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 RFB process]*

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

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

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

## 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: _____	
							Alternative 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: _____	
Currencies in accordance with ITB 15										RFB No: _____	
										Alternative No: _____	
										Page N° _____ of _____	
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)  Currencies in accordance with ITB 15					Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____			
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(c)(iv))	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>	
<b>Total Price</b>										

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: _____ Alternative 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>
<b>Total Bid Price</b>						

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]*

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

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

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

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

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

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

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

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) 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 expiry date of the Bid validity.

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.

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*[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]*<sup>2</sup> *[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) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) 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 expiry of the Bid validity 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\_\_.

<sup>2</sup> 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.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

Apply Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

## 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)]*

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

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

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 specified in Section II – Bid Data Sheet if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (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 expiry date of the Bid validity.

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]*

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

To: *[insert complete name of Purchaser]*

### WHEREAS

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

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

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

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

We should inform Bidders that, in accordance with ITB 4.8 and ITB 5.1, there are **no excluded countries** for 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;<sup>3</sup> (ii) to be a nominated<sup>4</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect<sup>5</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>3</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>4</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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

## **PART 2 – Supply Requirements**

# Section VII - Schedule of Requirements

## Contents

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## 1. List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]*

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [ <i>to be provided by the Bidder</i> ]

01	<b>VEHICLE; TYPE:</b> <b>vehicle type</b> <b>Articulated Aerial</b> <b>Ladder Truck</b>	02	<i>Unit</i>	<b>Headquarters</b> <b>of the</b> <b>Maintenance</b> <b>and</b> <b>Transport</b> <b>Department</b> <b>(DepMaT) of</b> <b>the Military</b> <b>Fire Brigade</b> <b>of the State of</b> <b>Espírito</b> <b>Santo:</b> <b>Address: Av.</b> <b>Iracy</b> <b>Corteletti, Nº</b> <b>93,</b> <b>Cobilândia,</b> <b>Vila Velha /</b> <b>Espírito Santo</b> <b>– BRAZIL</b> <b>Postal Code:</b> <b>29111-265</b> <b>Hours: From</b> <b>1:00 PM to</b> <b>4:30 PM</b> <b>(BRT)</b>	<b>365 days</b>	<b>365 days</b>	<i>[insert the number of</i> <i>days following the</i> <i>date of effectiveness</i> <i>of the Contract]</i>

## 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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>vehicle type Articulated Aerial Ladder Truck</i>	<i>02</i>	<i>Unit</i>	<i>[insert name of the Place]</i>	<i>365 days after the issuance of the supply order.</i>

1. If applicable

### **3. Technical Specifications**

#### **SPECIFICATIONS FOR VEHICLE TYPE ARTICULATED AERIAL LADDER TRUCK**

##### **1. PURPOSE**

1.1 Special vehicle designated as Articulated Aerial Ladder Truck, 4x2, intended for firefighting and high-altitude rescue operations.

##### **2. GENERAL REQUIREMENTS**

2.1 The equipment must comply with EN 14043 standards for the construction of turntable ladders with combined movements, as well as the entire vehicle: cabin, chassis, and superstructure (implements). It must meet the specific requirements for fire department services. The vehicle configuration must fully adhere to the concept of high maneuverability, enabling operation in confined spaces and the execution of sharp turns.

##### **3. TECHNICAL SPECIFICATION**

###### **3.1 Normative Reference**

3.1.1 The Articulated Aerial Ladder Truck must comply with the EN 14043 standard.

##### **4. DIMENSIONS AND APPROACH/DEPARTURE ANGLES**

4.1 The vehicle shall have the following dimensions:

4.1.1 Maximum overall height in travel position – 3,600 mm;

4.1.2 Maximum overall length – 11,100 mm;

4.1.3 Maximum overall width without mirrors – 2,500 mm;

4.1.4 Minimum approach angle (front of the vehicle) – 16 degrees;

4.1.5 Minimum departure angle (rear of the vehicle) – 12 degrees.

##### **5. WORKING HEIGHT**

5.1 The ladder must reach a minimum working height of 42 (forty-two) meters.

## **6. CHASSIS STRUCTURE**

- 6.1 The vehicle must be built in accordance with the chassis manufacturer's specifications;
- 6.2 The Gross Vehicle Weight Rating (GVWR) shall be a maximum of 16,000 kg, allowing a variation of  $\pm 10\%$ , with a 4x2 chassis;
  - 6.2.1 A GVWR of 23,000 kg is allowed, with a variation of  $\pm 10\%$ , using a 6x2 chassis, while maintaining the other dimensions specified in this technical specification.
- 6.3 The chassis structural materials must have sufficient strength to ensure durability under the severe operating conditions characteristic of firefighting operations.
- 6.4 Steel underbody protection (“steel bellies”) must be installed to safeguard systems close to the ground. The positioning of these protections shall be defined in a prototype project.

## **7. SUBFRAME (BODY MOUNT STRUCTURE)**

- 7.1 A structure shall be designed to receive the stresses from the superstructure, referred to as the subframe;
- 7.2 The subframe must allow the proper integration of the superstructure with the chassis, preventing improper stress transfer from the chassis to the equipment or vice versa;
- 7.3 An auxiliary frame must be installed on the chassis longitudinal members;
- 7.4 The auxiliary frame must be manufactured in accordance with the technical guidelines and body mounting directives recommended by the chassis manufacturer. It shall be of a type suitable to absorb torsional and bending movements, ensuring correct adaptation of the superstructure to the chassis and preventing improper stress transfer.

## **8. FRONT AND REAR AXLES AND SUSPENSIONS**

- 8.1 The front and rear axles must be dimensioned to withstand all stresses resulting from body mounting, equipment, and materials;
- 8.2 The rear axle must have a suspension capacity of at least 10,000 kg;
- 8.3 The front and rear axles must be equipped with telescopic shock absorbers and torsion bars;
- 8.4 The vehicle must have a rear axle steering system meeting the following minimum requirements:
  - 8.4.1 System activation via a control panel installed in the cabin;
  - 8.4.2 “Road” mode operation where the rear axle remains fixed;

8.4.3 “All Terrain” mode operation where the rear axle turns in the opposite direction to the front axle;

8.4.4 “Diagonal” mode operation where the rear axle turns in the same direction as the front axle, allowing a crab-like diagonal movement;

8.4.5 “Manual” mode operation where the rear axle can be steered independently of the front axle via a joystick in the cabin;

8.4.6 The system must automatically deactivate at speeds above 30 km/h in “All Terrain” mode and 9 km/h in “Diagonal” and “Manual” modes.

## **9. FRONT AND REAR SUSPENSION**

9.1 The front and rear suspensions must have parabolic springs with load capacity compatible with the vehicle’s operational demands;

9.2 Tires must be new;

9.3 Tires and rims must have equivalents available in the Brazilian market;

9.4 The wheels must be steel, with single front and rear mounting;

9.5 A spare wheel and tire (spare tire) must be installed on the vehicle, matching the specifications of the other tires, and mounted in a support that allows easy access and removal by the vehicle operator.

## **10. FENDERS**

10.1 Fenders must be installed behind the front and rear wheels.

## **11. BRAKING SYSTEM (ABS)**

11.1 An Anti-lock Braking System (ABS) must be provided;

11.2 This system must prevent differential locking;

11.3 The system must include an Electronic Braking System (EBS) to ensure effective braking under all conditions. This system must also prevent the differential lock from engaging when wheels have different rotational speeds.

## **12. BRAKE SYSTEM**

12.1 The braking system shall feature the following:

- 12.1.1 Pedal valve covered with a non-slip surface;
- 12.1.2 ABS system failure indicator light;
- 12.1.3 Parking brake system;
- 12.1.4 Parking brake indicator light on the cabin dashboard;
- 12.1.5 Disc brakes on the front axle and either disc or drum brakes on the rear axle.

### **13. BRAKE PAD WEAR MONITORING**

- 13.1 The vehicle must include a system to alert the driver of brake pad wear.

### **14. ENGINE BRAKE**

- 14.1 An auxiliary braking system of the engine brake type must be installed, with a control located on the dashboard to assist braking procedures.

### **15. ENGINE**

- 15.1 The engine must be a turbocharged diesel type with electronic fuel injection control, have a minimum of six cylinders, and provide a maximum power of 280 HP or higher at 2,500 RPM, and a maximum torque of 1,100 Nm or higher within a rotational range of 1,250 to 1,800 RPM;

- 15.2 The engine must comply with current Brazilian emissions regulations in effect at the time of delivery;

- 15.3 The vehicle's engine electronic management system must recognize the equipment to be installed on the vehicle without compromising functionality on either side;

- 15.4 The installation of the engine-transmission-superstructure set must comply with the manufacturer's installation guidelines for severe duty service;

- 15.5 The cabin instrument panel must be equipped with a speedometer, tachometer, tachograph, and analog gauges for fuel level and coolant temperature, along with warning signals for engine oil and brake pressure.

The instruments must include brightness control and also include indicator lights for low battery, turn indicators, unlocked cabin, pre-ignition, air filter status, engaged parking brake, and rear fog light.

- 15.6 The transmission must be automatic with a factory-original torque converter;

- 15.7 The vehicle must have two 12V batteries with a minimum capacity of 170 Ah each;

15.8 The engine must be equipped, at minimum, with the following standard components:

15.8.1 Air filter;

15.8.2 Speed governor;

15.8.3 Coolant system additive filter;

15.8.4 Full-flow oil filter;

15.8.5 Starter motor;

15.8.6 Turbocharger;

15.8.7 Intercooler;

15.8.8 Exhaust outlet located behind the front wheel, with a heat deflector provided;

15.8.9 Diesel water separator with screw-type drain bowl, LED indicator light, and audible alarm on the dashboard to signal the presence of water in the fuel;

15.8.10 The engine must be equipped with an under-engine steel guard (commonly referred to as a “steel belly”) to protect the oil pan, bolted for easy removal during maintenance.

## **16. EXHAUST SYSTEM**

16.1 The exhaust system must have a diameter suitable for the vehicle’s application;

16.2 The exhaust piping must preferably exit on the right-hand side of the vehicle, behind the front wheels, and feature a chrome tip directing the exhaust flow downward to the ground.

## **17. RADIATOR**

17.1 The radiator must be mounted in a way that prevents leaks caused by vibration or deformation during off-road operations;

17.2 The cooling system capacity must comply with the engine manufacturer’s specifications for severe duty operation;

17.3 The engine cooling system must be dimensioned to maintain engine temperature below the manufacturer’s maximum limit under all vehicle operating conditions;

17.4 Visible indicators must be installed within the driver's line of sight to alert of high engine temperature and low engine oil pressure;

17.5 The radiator core must be compatible with fluids and additives available in the Brazilian commercial market;

17.6 The radiator must include a pressure relief cap and an expansion tank for onsite refilling and inspection of coolant levels.

## **18. FUEL TANK**

18.1 The vehicle must have a fuel tank with a minimum capacity of 120 liters;

18.2 The fuel tank cap must feature a key lock system and a filter to prevent dirt entry;

18.3 The fuel reservoir must be made of thermoplastic, aluminum, or stainless steel and must include a drain valve and ventilation tube.

## **19. CABIN**

19.1 The cabin must be a standard, factory-original type, manufactured by the chassis builder and constructed in accordance with safety standards;

19.2 The cabin must accommodate three occupants (the driver + two assistants);

19.3 The total height of the vehicle must not exceed 3,600 mm;

19.4 The cabin must be metallic, with anti-corrosion, noise, and thermal insulation treatments;

19.5 Doors must be equipped with power windows;

19.6 All cabin steps must support a minimum load of 200 kg;

19.7 The vehicle cabin must have thermal and acoustic insulation from the engine compartment;

19.8 All controls and switches operated by the driver while the vehicle is in motion must be easily accessible;

19.9 A 12V power outlet (cigarette lighter type) must be provided, and there must be at least one USB port near the central console/dashboard;

19.10 The following instruments, controls, and indicator lights must be installed in the cabin and be clearly identifiable and visible to the seated driver:

19.10.1 ABS system failure indicator;

19.10.2 Electronic Brake System (EBS) failure indicator;

19.10.3 Unlocked cabin indicator;

19.10.4 Open doors indicator;

19.10.5 Battery charge indicator;

19.10.6 High engine temperature indicator;

- 19.10.7 Engine oil pressure indicator;
- 19.10.8 Gear indicator;
- 19.10.9 Battery voltage indicator;
- 19.10.10 Oil level indicator;
- 19.10.11 Engine temperature indicator;
- 19.10.12 Brake pad wear indicator;
- 19.10.13 Fuel level gauge with low fuel warning light;
- 19.10.14 Tachometer;
- 19.10.15 Power Take-Off (PTO) engaged/disengaged indicator light;
- 19.10.16 Siren and warning light switches;
- 19.10.17 Open compartment warning light;
- 19.10.18 Turn signal lights;
- 19.10.19 Headlight switch;
- 19.10.20 Speedometer;
- 19.10.21 Light beacon control;
- 19.10.22 Siren control;
- 19.10.23 Air conditioning control;
- 19.10.24 Clogged fuel filter indicator;
- 19.10.25 Clogged engine oil filter indicator;
- 19.10.26 Water in pre-filter indicator;
- 19.10.27 Color LCD monitor for electronic information and rear-view camera display.
- 19.11 The cabin must be forward-tilting (cab-over) and tiltable;
- 19.12 The cabin tilting system must be interlocked with the parking brake;
- 19.13 The cabin tilting mechanism must only operate when the parking brake is engaged;
- 19.14 A manual cabin tilting mechanism must be provided in case of failure in the main electric or hydraulic system;
- 19.15 The cabin must be locked by an automatic spring hook mechanism that activates after the cabin is lowered;
- 19.16 Hydraulic cylinders must be equipped with valves to prevent accidental descent of the cabin;

- 19.17 Safety systems must prevent cabin tilting while the vehicle is in motion, and a warning light on the dashboard must indicate if the cabin is not properly locked;
- 19.18 The cabin must be locked at a minimum of two points;
- 19.19 The system must be hydraulically actuated to release the locks when tilting is desired;
- 19.20 Once the cabin is fully lowered and pressure is relieved, the locking springs must automatically return to the closed and locked position;
- 19.21 The engine starting system must be accessible when the cabin is tilted;
- 19.22 The water reservoir must be refillable without the need to lift or move the cabin;
- 19.23 Two internal sun visors must be installed above the windshields, one on each side;
- 19.24 Windshield wipers must be electrically controlled;
- 19.25 The windshield wiper system must include adjustable speed control;
- 19.26 Each wiper must be equipped with a washer nozzle and control system;
- 19.27 A glove compartment must be provided in front of the commanding officer's seat;
- 19.28 The cabin must be equipped with all audiovisual signaling equipment such as sirens, lights, and other accessories typical of firefighting operations.
- 19.29 Legally required equipment must be provided, such as a tire replacement tool kit, ABC dry chemical fire extinguisher, warning triangle, and other mandatory items;
- 19.30 Accessories must comply with CONTRAN ("Conselho Nacional de Trânsito", in English: National Traffic Council) regulations (where applicable). Instrument panel, brakes, clutch, speedometer, axles, wheels and tires, electrical system, and fuel tank must be original from the vehicle manufacturer;
- 19.31 All information engraved on chassis components must be in metric units (e.g., km/h and °C), except for pressure values, which must be expressed in pounds-force per square inch (psi) or bar;
- 19.32 The cabin floor must be covered with factory-original noise-dampening material.

## **20. SEATS**

- 20.1 The seats must be equipped with three-point seat belts;
- 20.2 The seats must include headrests;
- 20.3 The driver's seat must be pneumatic and include horizontal and height adjustments.

**21. STEERING SYSTEM AND DRIVER'S WHEEL**

21.1 The steering must be hydraulically assisted via an oil pressure pump with full flow and pressure control, suitable for heavy-duty use;

21.2 The steering wheel must be factory-original, with tilt and depth adjustment;

21.3 The steering wheel must be located on the left-hand side of the cabin.

**22. TRANSMISSION**

22.1 The transmission must be factory-original and automatic;

22.2 The gear shift system must be installed on the right-hand side of the driver and include panel identification;

22.3 The system must include a Power Take-Off (PTO) for transmitting the necessary power and torque to drive the hydraulic pump for ladder operation;

22.4 The gearbox must include at least six speeds and be built to meet the severe-duty requirements of firefighting operations;

22.5 The transmission must be factory-original and installed during the chassis manufacturer's assembly process.

**23. WHEEL CHOCKS**

23.1 The vehicle must be equipped with two wheel chocks, made of aluminum or plastic, installed in accessible locations. These chocks must be capable of keeping the vehicle completely stationary on smooth surfaces with slopes of up to 20%, with the transmission in neutral and the parking brake disengaged.

**24. FRONT AND REAR BUMPERS**

24.1 The height of the front and rear bumpers must comply with CONTRAN regulations. If necessary, an articulated rear bumper must be installed;

24.2 Two steel structures for towing must be installed beneath the front bumpers and attached to the main vehicle structure;

24.3 The towing structures must support the aligned pulling load required to move the vehicle;

24.4 The front bumper must allow a person to climb up to reach the upper front areas of the

cabin. If the bumper does not allow this (e.g., due to plastic parts), a retractable platform must be provided for this purpose.

## **25. REAR-VIEW MIRRORS**

25.1 The rear-view mirrors must be wide and include convex auxiliary mirrors;

25.2 They must be equipped with electric controls;

25.3 Only on the passenger side (right-hand side) of the vehicle, an additional curb-side mirror must be installed along with the regular rear-view mirrors.

## **26. AIR CONDITIONING**

26.1 An air conditioning system must be factory-installed in the cabin, adequate for the cabin's dimensions;

26.2 The unit must be controlled by a single electronic control panel, with temperature and fan speed adjustments.

## **27. BATTERY SYSTEM**

27.1 A system composed of at least two 12-volt batteries with a minimum capacity of 170 Ah each must be provided;

27.2 The batteries must be installed in properly ventilated compartments and connected using heavy-duty cables with anti-corrosive coated terminals;

27.3 The battery cover must be designed to prevent water accumulation;

27.4 An indicator light must be placed on the dashboard to notify the driver of the battery system status;

27.5 The batteries must be accessible without tilting the cabin;

27.6 A main switch (cut-off switch) must be installed outside the cabin for battery circuit activation.

## **28. ALTERNATOR AND BATTERY CHARGER**

28.1 An alternator must be installed with a minimum capacity of 130 A/h at 28 VDC, capable of powering the entire system.

**29. REVERSE CAMERA AND ALARM SYSTEM**

29.1 An audible alarm must be installed to activate when the truck is in reverse gear, complying with Type D (87 dB) per SAE J994;

29.2 A system with one or more cameras must be installed, with a monitor mounted on the driver's instrument panel, providing at minimum rearview visibility for the driver;

29.3 The system must include a color LCD monitor, with the ability to operate in black and white in night vision mode;

29.4 The rear-view system must activate automatically when reverse gear is engaged;

29.5 A rear parking sensor must be included.

**30. COMPARTMENTALIZATION**

30.1 The structure must be built with structural aluminum of appropriate thickness for the vehicle's intended operations;

30.2 The dimensions and other details must be suitable for accommodating firefighting equipment and materials;

30.3 The vehicle must feature a rear superstructure composed of eight compartments, four on each side;

30.4 The first two compartments, located directly behind the cabin, must match the cabin's height. These compartments must be interconnected ("open-through"). Dimensions must be compatible with the vehicle's structure. Two shutter doors, one on each side, must be provided. A ladder must be supplied for roof access to these compartments;

30.5 The remaining compartments (three on each side) must be installed beneath the ladder operation platform, two in front of and one behind the rear axle;

30.6 The operations platform must be made of high-quality, anti-slip, corrosion-resistant material, capable of supporting three persons per square meter (m<sup>2</sup>);

30.7 The structure covering must be made of aluminum sheets with a minimum thickness of 2 mm, fixed to profiles using adhesive bonding. Other corrosion-resistant materials will be accepted;

30.8 All internal shelves must be made of aluminum sheets and profiles, with at least two (2) shelves per compartment (based on each shutter-type door);

30.9 The aluminum structures must be bolted together;

30.10 The vehicle must have a minimum of four (4) LED scene lights, two on each side, or one continuous light running around the vehicle perimeter.

### **31. COMPARTMENT SHUTTERS**

31.1 All compartment doors must be made of aluminum profiles with vertical sliding tracks, anodized using the E6/EV1 process with a minimum thickness of 12 $\mu$  (microns) and a Brinell hardness of at least 75 HB 2.5/62.5;

31.2 The shutters must include a hand grip at the bottom and be composed of smooth aluminum profiles, 28 mm to 34 mm in height, allowing them to roll over an accumulation cylinder located just above the upper edge of the curtain;

31.3 A PVC or other suitable material separator must be placed between each slat to avoid metal-to-metal contact, dirt accumulation, or moisture ingress;

31.4 Lateral seals must resist dust and dirt intrusion;

31.5 The lifting mechanism must be made of corrosion-resistant material and equipped with locking latches and keys compatible with all doors. This mechanism must be located at the bottom of the door;

31.6 An automatic lighting system must be installed inside the compartments, activated by a contactless magnetic switch;

31.7 A warning indicator must appear on the driver's dashboard when any compartment is open.

### **32. EXTERNAL STEP SURFACES AND HANDRAILS FOR CREW MOVEMENT**

32.1 All external walking surfaces must be reinforced for firefighter circulation and made of anti-slip aluminum;

32.2 Checker-plate aluminum sheets must be used on all surfaces subject to foot traffic by the crew;

32.3 Steps and handrails must be installed on both sides of the vehicle for access to the operations platform;

32.4 Handrails must be made of anodized aluminum, with a diameter of no less than 30 mm and feature grooves to improve grip.

### **33. LADDER BODY**

- 33.1 The ladder body must consist of five (5) sections made of corrosion-resistant treated steel or aluminum;
- 33.2 Ladder rungs must have anti-slip and thermally insulated coatings;
- 33.3 The ladder rotation mechanism must allow 360-degree unlimited rotation in both directions;
- 33.4 The lateral height of the ladder must be no less than 365 mm;
- 33.5 Extension and return cables must be dual and dimensioned appropriately for the system;
- 33.6 The final ladder section must be articulated and at least 4.5 meters in length;
- 33.7 The articulation working angle must be no less than 75°;
- 33.8 The ladder must feature a stabilization system for the ladder sections to counteract wind-induced oscillations, electronically controlled by a computer working with hardware components to generate active counter-movements. The system must compensate for both vertical and horizontal movements;
- 33.9 The ladder must be capable of lifting and lowering loads of at least 3,500 kg with all sections retracted.

### **34. HYDRAULIC SYSTEM**

- 34.1 The system must be of variable displacement type, powered by the vehicle's own engine through an auxiliary mechanism;
- 34.2 The oil tank must have a minimum capacity of 180 liters and be mounted on an auxiliary support;
- 34.3 A load-sensing (load detection) control system must be included;
- 34.4 The solenoid valve must be precisely controlled to allow continuous speed variation;
- 34.5 Oil pressure control must be carried out via the activation and deactivation of a foot-operated switch (dead-man pedal type);
- 34.6 Emergency hydraulic line installations must be provided in case of electrical failures;
- 34.7 An electric pump must be installed to power the hydraulic system in the event of engine failure.

### **35. STABILIZATION SYSTEM**

- 35.1 The stabilization system must include four (4) stabilizers, two on each side;
- 35.2 The system must allow for independent and variable extension control of each stabilizer, enabling optimal positioning according to available space at the operation site;
- 35.3 The stabilizers must be extendable from 2.5 m to 5.2 m (with a  $\pm 10\%$  variation allowed for both lengths), either individually or simultaneously;
- 35.4 The ladder's operational reach limits must be processed and continuously adjusted automatically as the stabilization system extends;
- 35.5 The stabilizer control unit must be located at the rear of the vehicle;
- 35.6 The stabilization system must allow for ground level compensation of at least 700 mm;
- 35.7 The stabilizers must be hydraulically extended and monitored by dedicated pressure sensors, with full and continuous monitoring via ground contact detection;
- 35.8 The system must allow the wheels to remain in contact with the ground to improve safety during stabilization, especially when parked on slopes, inclines, or wet surfaces.

### **36. CENTRAL CONTROL PANEL**

- 36.1 Ladder movements must be operated from a central control station, which must have operational priority over the cage control system;
- 36.2 The central station must be located near the operator's seat and feature dual controls for extension/retraction, elevation/inclination, and left/right rotation;
- 36.3 The main control station must include an operator seat positioned on the left side of the turntable. It must be equipped with a leveling system and an automatic return function to restore the ladder to the transport position;
- 36.4 A foot-operated device (dead-man type) must be used to release the ladder;
- 36.5 The control panel must include a rotatable color screen displaying weight values and a lever for emergency operation;
- 36.6 A protective cover must be provided to shield the control panel from rain, sunlight, and weather conditions;
- 36.7 The panel must include indicators for engine start/stop, lighting on/off, aligned steps, lateral auto-adjustment on/off, and an emergency stop switch with lockout;
- 36.8 The menu programs must be accessed using buttons for:
  - 36.8.1 Intercom button for communication between the rescue cage and the control station;

36.8.2 Volume control;

36.8.3 The operator's seat must move in sync with all ladder movements (rotation, leveling, inclination angle), to provide the operator with a clear view of the ladder top.

### **37. ELECTRONIC CONTROL SYSTEM WITH COLOR DISPLAY**

37.1 The system must control and monitor all ladder movements and safety devices;

37.2 All critical functions must be systematically monitored and equipped with safety mechanisms;

37.3 The system must display ladder height and angle information to the operator via a digital screen;

37.4 The system must be equipped with remote diagnostic functionality via appropriate interfaces;

37.5 All ladder oscillations must be stabilized or actively reduced by electronic systems and hardware through active counter-movements;

37.6 All ladder movements must automatically stop upon reaching operational limits, with a visual indicator shown on the control panel diagram;

37.7 In the event of a safety device failure, the ladder must retain full functionality but automatically return to the maximum permissible operational area.

### **38. LEVELING SYSTEM**

38.1 The leveling system must be automatic for positioning the turntable or ladder structure by at least 10 degrees, including during full 360-degree rotation;

38.2 The main control station and the operator's seat must also be automatically leveled;

38.3 This leveling system must allow for automatic return to the original position for establishing the transport configuration of the ladder;

38.4 The leveling system must include a memory function to store and reproduce a sequence of ladder movements, eliminating the need for the operator to repeat a previously performed operation.

### **39. LOAD INDICATOR**

39.1 The ladder's load must be measured by tension sensors and processed by the vehicle's onboard computer;

39.2 If the ladder is overloaded, the operator shall be alerted by an audible warning and all movements must be interrupted;

39.3 In case of hydraulic hose rupture, the cylinders must be locked via controllable valves and additional safety devices;

39.4 Hydraulic brakes must be installed on the extension winch and rotation gear to maintain the ladder in operating position.

#### **40. RESCUE CAGE**

40.1 The rescue cage must be permanently fixed to the top of the ladder, but allow removal for maintenance without disabling the equipment;

40.2 It must feature an automatic positioning system for road transport and, once the stabilizers are activated, automatically shift to working position, enabling immediate rescue cage operation after ladder stabilization;

40.3 The rescue cage must have a minimum load capacity of 400 kg and space to comfortably accommodate four persons;

40.4 The rescue cage must be equipped with a central control station and LCD display to show operating conditions and the protection area diagram;

40.5 The rescue cage must have identical operational controls to the main control panel;

40.6 The rescue cage must have buttons for: step alignment with pilot light, lateral adjustment on/off with pilot light, restricted operation from the cage with pilot light, engine on/off, lighting on/off;

40.7 All safety devices must be fully functional during operation from the rescue cage;

40.8 The rescue cage must feature a collision-prevention system monitored by sensors;

40.9 Maximum operating speed must also be available from the rescue cage;

40.10 The rescue cage must be equipped with:

40.10.1 At least two (2) mounts for special equipment (spotlights, stretcher swivel support, etc.);

40.10.2 An electric-controlled fire monitor nozzle integrated into the rescue cage, designed not to increase the overall length of the vehicle during transit:

40.10.2.1 It must be centrally installed in the rescue cage and allow a flow of 2,500 L/min at 8 bar of pressure;

40.10.2.2 It must be designed for use with water or foam;

40.10.2.3 It must be operable from the central control panel or from the rescue cage control panel;

40.10.2.4 It must have an adjustable nozzle capable of producing solid stream, fog, and intermediate spray patterns;

40.10.2.5 A 2½" water outlet (STORZ type B) must be located above the rescue cage floor to function as a horizontal hydrant;

40.10.2.6 The system must include three lengths of 2½" hose, each at least 40 meters long. The hoses must be Type 5 with aluminum STORZ couplings, an exterior Hypalon protective jacket in yellow for high visibility during operations. The hoses must have longitudinal ribs for ground protection and ease of movement. Each hose must contain two layers of highly flexible special synthetic rubber for smooth finishing, minimizing pressure loss and the risk of punctures or cuts. They must be made of circular woven seamless fabric, using high-tenacity synthetic fibers on circular looms, free from tension and knots.

40.10.3 LED lighting with two lamps equivalent to 1000-watt halogen bulbs must be provided for the rescue cage when needed;

40.10.4 Two front entry points (left and right sides) equipped with door and safety bar, and one rear entry point for ladder access;

40.10.5 An automatic collision prevention system including audible alarm and automatic ladder lock must be included. It must be possible for the operator to manually override this function if necessary;

40.10.6 Microphone and speaker with volume control for communication between the rescue cage and the main operations panel;

40.10.7 Power supply through two 110V outlets ( $\pm 5\%$  voltage tolerance) and two 220V outlets. All outlets must follow Brazilian standards and be waterproof;

40.10.8 The following items must be supplied with the vehicle:

40.10.8.1 Stretcher and stretcher swivel support compatible with the original manufacturer's rescue cage, with coupling system on both sides of the rescue cage and minimum working load of 270 kg;

- 40.10.8.2 A lifting point for materials, integrated to the original rescue cage design;
- 40.10.9 A water spray system for thermal protection of the rescue cage from heat and fire;
- 40.10.10 A breathable air supply system with at least three outlets for connecting masks in the rescue cage. It must include three (3) self-contained breathing apparatus sets with hoses of at least 3 meters and quick-connect fittings, and three (3) composite cylinders with a minimum volume of 9 liters, plus three spare cylinders, totaling six (6) cylinders in the air supply system.

## **41. OPERATIONAL FIELD**

41.1 The ladder must be capable of operating under the following minimum parameters (measured from the center of the turntable):

41.1.1 Unlimited 360-degree rotation;

41.1.2 The system must allow for the following simultaneous movements:

extension/retraction, elevation/inclination, and rotation of all five ladder sections, in addition to the elevation/inclination of the articulated section;

41.1.3 When fully extended (minimum 42 meters working height), with 400 kg in the rescue cage, it must operate at a 75 degree angle without additional support;

41.1.4 It must provide a minimum rescue height of 41 (forty-one) meters, measured from the ground to the floor of the rescue cage;

41.1.5 It must provide the following minimum unsupported horizontal outreach parameters, measured from the center of the operating platform to the end of the rescue cage:

41.1.5.1 With 4 (four) people in the rescue cage: 18 meters;

41.1.5.2 With 3 (three) people in the rescue cage: 19 meters;

41.1.5.3 With 2 (two) people in the rescue cage: 20 meters;

41.1.5.4 With 1 (one) person in the rescue cage: 21 meters.

41.1.6 It must be capable of reaching at least 7 (seven) meters below ground level.

## **42. FIRE MONITOR NOZZLE**

42.1 It must include an electric-controlled fire monitor nozzle with a capacity of at least 2,500 L/min at 8 bar, integrated into the rescue cage in such a way that it does not increase the overall length of the vehicle during travel.

**43. LIGHTING**

43.1 A spotlight must be installed at the front of the cabin for work area illumination, with cable and plug coupling;

43.2 Compartment lighting must be LED-type with automatic activation upon door opening and pilot light indication on the driver's dashboard;

43.3 The vehicle must have a minimum of four amber safety signal lights, positioned 2 on the left side and 2 on the right, according to current Brazilian legislation;

43.4 The rear of the vehicle must be equipped with three rear light assemblies on each side, with the following functions: tail and brake light (red), warning and turn signal (amber), and reverse light (white);

43.5 All signaling must be integrated into the bodywork;

43.6 All traffic lights must comply with Brazilian traffic legislation.

**44. AUDIOVISUAL SIGNALING ELECTRONIC SYSTEM**

44.1 The vehicle chassis must be factory-prepared for the installation of signaling equipment;

44.2 Two red warning light domes must be installed on the roof of the vehicle;

44.3 Two intermittent LED warning domes must be installed at the rear of the truck, one on each side;

44.4 The visual and acoustic signaling control system must be unified, allowing independent operation of each system;

44.5 The system must include an automatic load management feature that regulates battery charge when the engine is off, shutting off the warning lights if needed to prevent excessive battery discharge and potential engine start failure;

44.6 The system must include protections against reverse polarity and high voltage variations and must shut down automatically when voltages exceed safe limits;

44.7 A minimum 200 W RMS amplifier must be provided, operating at 13.8 VDC, with four distinct tones, a frequency response of 300 to 3,000 Hz, and a minimum sound pressure of 100 dB at 1 meter, also at 13.8 VDC;

44.8 A megaphone system must be included, with auxiliary audio interface for integration with the radio transceiver;

44.9 The equipment must not generate electromagnetic noise or any signal that interferes with radio reception;

44.10 The entire system must comply with European Electromagnetic Compatibility Directive 2004/104/EC (206/28/EC);

44.11 The lighting system must include at least 24 metallized parabolic reflectors, as follows: 8 large front reflectors and 8 rear reflectors (each with a minimum of 4 LEDs per reflector), and 4 smaller reflectors on each side (each with at least 3 LEDs per reflector);

44.12 LEDs must emit ruby red light for emergency signaling and have a minimum power of 3 W;

44.13 Each LED must meet the following specifications:

- Predominantly red color, with a wavelength between 610 and 630 nanometers;
- Luminous intensity of at least 122 lumens per LED (typical);
- LED category: AlInGaP;

44.14 The visual signaling must be controlled by a single centralized controller with a microprocessor or microcontroller capable of generating high-frequency flashing patterns, with pulse durations between 25 microseconds and 2 seconds. The electronic circuitry must regulate the current applied to the LEDs, maintaining brightness even when the engine is off or idling, ensuring luminous efficiency and extended LED lifespan. The lightbar current consumption should be approximately 7A under normal use and must not exceed 12A at maximum load;

44.15 The control module must be capable of generating lighting effects that indicate when the vehicle is stationary or moving in emergency situations, plus up to 5 additional flashing patterns or lighting functions, to be defined or used in the future at no additional cost. These functions must be operable independently or simultaneously, even when using both flashing and non-flashing devices (e.g., alley or front lights);

44.16 The visual and acoustic signaling control system must be unified and installed in a specific location when requested (console), or in the factory radio installation area, allowing operation by both cabin occupants;

44.17 The controller must be a single, slim-format digital unit of the “PTT” or similar type, featuring backlit push buttons with visual feedback.

44.18 The system must include protection against reverse polarity, voltage surges, and transients, and must automatically shut off as a preventive measure if the voltage exceeds safe limits;

44.19 The use of single analog buttons for activating any emergency vehicle lighting or electronic devices is not permitted;

44.20 Additionally, a dual-tone electro-pneumatic siren with F–C tones must be supplied, equipped with two (2) compressors and two (2) horns, operated by independent compressors (not using the truck's air supply). Installation of a F–C tones siren using a three-way valve and the vehicle's own compressor is not allowed. The complete system must include at minimum: two oil-free electric compressors powered by the vehicle, each with a piston displacement greater than 25 LPM, minimum vacuum of 600 mmHg, minimum pressure of 5 bar, motor power of at least 90 watts, and two horns producing at least 90 dB, installed at locations defined by the Contractor. A thermal fuse must be installed for electrical protection.

#### **45. TECHNICAL SPECIFICATIONS – DIGITAL MOBILE RADIO**

45.1 VHF/FM Transceiver: Installation of an analog/digital VHF/FM transceiver compatible with the equipment currently used by the Contractor and supplied by the Contractor (THIS IS THE ONLY ITEM PROVIDED BY THE CONTRACTOR), which must be connected via a mobile antenna with a minimum gain of 5 dBi, coil, bionic spring, and steel whip for VHF operation in the 136–174 MHz range. A 50-ohm coaxial cable of at least 5 meters per antenna, cable-to-radio and cable-to-antenna connectors, and mounting brackets (if necessary) must also be included. Main antenna installation must comply with applicable Brazilian standards, and each vehicle must have grounding and antenna wiring fully embedded.

#### **46. PERIMETER SCENE LIGHTING – CABIN**

46.1 The system must feature weather- and shock-resistant LED lighting installed on each cabin door;

46.2 The lighting must be designed to illuminate the areas beneath the driver, command officer, other crew members, and cabin exits, and must activate automatically upon door opening.

#### **47. LABELS AND MARKINGS**

47.1 All warning signs, inscriptions, labels, markings, and signage installed by the manufacturer or its representatives on the vehicle must be written in Brazilian Portuguese;

47.2 The supplier must affix a permanent plate inside the driver's cabin specifying the type and quantity of the following fluids used in the vehicle:

47.2.1 Lubricating oil;

47.2.2 Coolant mixture;

47.2.3 Transmission fluid;

47.2.4 Lubricant fluid for the transfer case pump transmission;

47.2.5 Driveshaft lubricant fluid;

47.2.6 Hydraulic fluid and corresponding ISO specification;

47.2.7 Front and rear tire pressure.

#### **48. PAINTING AND GRAPHICS**

48.1 The primary color shall be Royal Red or equivalent (Contractor standard);

48.2 The Contracted company must obtain the paint and decal layout from the Contractor;

48.3 The paint and decal layout must be approved during the design phase;

48.4 The vehicle cabin must be factory painted in the specified color;

48.5 The superstructure color must match the cabin color, and no change in shade will be accepted during the warranty period.

#### **49. ACCESSORIES**

49.1 The rescue cage must include two LED lights with luminosity equivalent to 1000-watt halogen lamps, installed for use during operations;

49.2 Wind sensor installed at the top of the ladder;

49.3 Stretcher swivel support made of aluminum, for use on either side of the rescue cage during operations. When not in use, the support must be stored in an appropriate location on the vehicle body;

49.4 Two (2) fire extinguishers filled with ABC dry chemical, 6 kg capacity each;

49.5 One (1) fire extinguisher filled with CO<sub>2</sub>, 6 kg capacity;

49.6 One (1) rescue stretcher compatible with the stretcher swivel support;

49.7 Spare wheel replacement tool kit (lug wrench, extension bar, and hubcap removal tool);

49.8 Hydraulic jack compatible with the vehicle's GVWR;

49.9 Two (2) warning triangles;

49.10 Four (4) metal or plastic wheel chocks for immobilizing the vehicle on inclines, in accordance with the Brazilian Traffic Code (CTB);

49.11 Electrical network detection system;

49.12 Battery charger and inject system installed at the rear or left side of the vehicle with the following features:

49. 12.1 A battery charger must be supplied, powered by a 110V outlet, with automatic charging when plugged into the power grid. The plug must eject automatically when the vehicle is started. The charger must include a 15-meter cable for connection to the grid (Brazilian standard). The system must comply with Directive 2006/95/EG.

49. 12.2 In the event of battery discharge preventing engine start, a plug must be provided for connecting an auxiliary battery without the need to connect directly to the terminals, avoiding accidental errors that could damage the onboard batteries;

49. 12.3 A compatible 30-meter male plug and cable must be supplied, rated to handle the system's power, for installation at the vehicle's destination station;

49. 12.4 All connections must be weatherproof.



Figura ilustrativa modelo de conexão elétrica do carregador de baterias

(Illustrative figure: Battery charger electrical connection model.)

49.13 Three (3) full-face masks must be provided, with wide panoramic vision, lip sealing, internal half-mask, membrane for clear and audible external communication, polycarbonate visor resistant to abrasion and shattering, with high anti-fog performance. The mask must be made of natural rubber or EPDM (ethylene propylene diene monomer rubber), in black color, and feature quick-connect coupling to receive an automatic demand valve. Each mask must have five (5) aramid adjustment straps, positioned to allow easy donning and removal. Each mask must come with a demand valve and a hose of at least 3 meters in length, equipped with a quick-connect fitting compatible with the cage's onboard connections.

49.14 Six (6) cylinders with an internal aluminum structure and an external casing of carbon fiber, fiberglass, and epoxy resin finish. The hydraulic capacity must be at least 9 liters. Working pressure: minimum 300 BAR / 4500 PSI. The cylinder valve must be made of aluminum or stainless steel and include a handwheel with safety spring for opening and closing. A luminescent band must be affixed, automatically glowing in low-light environments. The valve must include an overpressure safety device and a pressure gauge that continuously displays cylinder pressure. Cylinders must be installed in the vehicle body and arranged to supply breathable air to firefighters in the cage, with three (3) spare cylinders stored in compartments with proper supports.

49.15 Power generator (220V/127V, dual voltage), 60Hz, minimum capacity of 7.5 KVA, gasoline-powered, installed in a suitable location.

49.16 Thermal camera compatible with mounting on the rescue cage. Must meet the following minimum specifications:

49.16.1 Image display and camera control must be possible from the rescue cage control panel (item 40) and the main control panels (items 36 and 37);

49.16.2 Camera image transmission for color display on control panels;

49.16.3 Pan, tilt, and zoom functions must be controllable via a joystick on the control support in the rescue cage;

49.16.4 Technical specifications:

49.16.4.1 Operating voltage: 9–36 V DC;

49.16.4.2 Maximum power consumption: 8 Watts;

- 49.16.4.3 Thermal sensitivity: less than 50 mK;
- 49.16.4.4 Frame rate: 30 Hz;
- 49.16.4.5 Start-up time: approx. 2 seconds;
- 49.16.4.6 Contrast and brightness: Advanced Image Processing;
- 49.16.4.7 Temperature saturation: 1100°F;
- 49.16.4.8 Person recognition range: up to 300 meters;
- 49.16.4.9 Output resolution: 640x480 pixels;
- 49.16.4.10 Operating temperature: -40°C to +85°C;
- 49.16.4.11 Protection rating: IP69;
- 49.16.4.12 Nitrogen filling: 0.4 bar;
- 49.16.4.13 Video output: 1V pp / 75 ohms, 50Hz (PAL);
- 49.16.4.14 Shock resistance: up to 20 G (11ms);
- 49.16.4.15 Approximate weight: 2.5 kg.

## 4. Drawings

This Bidding Document contains **no drawings**.

## 5. Inspections and Tests

The following tests and inspections are required:

### 5.1. Assembly Monitoring

5.1.1. During the bodywork manufacturing period, inspections will be necessary. A CONTRACTING PARTY REPRESENTATIVE COMMITTEE, consisting of up to five (5) professionals designated by the State Military Fire Brigade, will monitor the manufacturing process through the inspections described below. The delivery of the vehicles will be combined with training on constructive, mechanical, and electrical aspects, as well as performance and operational tests, at locations indicated by the CONTRACTED COMPANY, with costs borne by the CONTRACTING PARTY.

5.1.2. The CONTRACTED COMPANY must monthly inform the CONTRACTING PARTY through the Maintenance and Transport Department about the vehicle assembly stages, electronically sending construction reports and photographs of the vehicles being assembled.

5.1.3. Inspections will be conducted electronically via photographs that clearly demonstrate assembly details and via videoconference, if the CONTRACTING PARTY so desires. They must be performed as follows:

5.1.3.1. 1st Inspection: When the bodywork structure is being assembled. The objective will be to inspect the structure before its complete closure.

5.1.3.2. 2nd Inspection: Before sending the vehicles to the CONTRACTING PARTY, while still at the CONTRACTED COMPANY's headquarters. The objective will be to verify all vehicles with the bodywork already at the assembly site to observe if all requirements 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 1 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
  - (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 and subconsultants 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 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to

Sub-Clause 3.1 (Fraud and Corruption) 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.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
  - (b) underground, underwater, working at heights or in confined spaces;
  - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
  - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
  - (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
- 14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
- 14.9 **Pursuant to the SCC**, the Supplier, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Supplier, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.
- 14.10 The Supplier shall comply with additional obligations as **specified in the SCC**.

- 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 Duties** 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security** 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract

award, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.

- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the **Purchaser in the SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.

## 19. Copyright

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

## 20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received

from the Purchaser for any purpose other than the performance of the Contract.

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

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

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

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

## **21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. 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.
- 27.1 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

## **27. Liquidated Damages**

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 it's 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 1 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 1

### Fraud and Corruption

#### 1. Purpose

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

#### 2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

## APPENDIX 2

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors\*

*[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]*

Subcontractor’s Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Supplier:

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

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## 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.

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

<b>GCC 1.1(i)</b>	The Purchaser's Country is: <b>Brazil</b> .
<b>GCC 1.1(j)</b>	The Purchaser is the <b>State of Espírito Santo</b> , through the <b>State Coordination for Civil Protection and Defense of the State of Espírito Santo</b> .
<b>GCC 1.1 (o)</b>	The Project's/Final Destination location is: <b>Av. Iracy Corteletti, nº 93, Cobilândia, Vila Velha/ES - Brazil, Zip Code 29.111-265</b> .
<b>GCC 1.1 (p)</b>	<p>The term <b>SEA/SH</b> where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> <li>• <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following:  <b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.   <b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</li> <li>• <b>“Sexual Harassment” “(SH)”</b> is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by supplier’s personnel with other supplier’s, or purchaser’s personnel.</li> </ul>
<b>GCC 4.2 (a)</b>	The meaning of trade terms will be as prescribed in the <b>Incoterms</b> .
<b>GCC 4.2 (b)</b>	The meaning of trade terms will be as prescribed in the <b>Incoterms</b> .
<b>GCC 5.1</b>	The Incoterms version will be the <b>2020 edition</b> .

<b>GCC 8.1</b>	<p>For notices, the <b>Purchaser's</b> address will be as follows:  <b>Attention:</b> Elizane Maria Carneiro Jubini  <b>Address:</b> Rua Dr. João Carlos de Souza, nº 107, 9º andar, sala 901  <b>City:</b> Vitória/ES  <b>Postal Code (CEP):</b> 29.057-530  <b>Country:</b> Brazil  <b>Email address:</b> cell.ugp@seama.es.gov.br</p>
<b>GCC 9.1</b>	<p>The governing law shall be the law of: BRAZIL</p>
<b>GCC 10.2</b>	<p>[Clause 10.2 (a) shall be maintained in the case of a Contract concluded with a foreign Supplier and Clause 10.2 (b) shall be maintained in the case of a Contract concluded with a national Supplier of the Purchaser's Country.]</p> <p>Before any jurisdictional measure aimed at resolving doubts regarding the interpretation of this instrument, the parties must seek an administrative solution, with the participation of the State Attorney General's Office, through one or more consensual dispute resolution methods provided for in State Complementary Law No. 1.011/2022.</p> <p>In accordance with GCC 10.2, the procedural rules for the arbitration process shall be as follows:</p> <p><b>(a) Contract with foreign Supplier:</b></p> <p style="padding-left: 40px;">GCC 10.2 (a) — Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules currently in force.</p> <p><b>(b) Contracts with a Supplier of the nationality of the Purchaser's Country:</b></p> <p style="padding-left: 40px;">In case of controversy between the Purchaser and a Supplier who is of the nationality of the Purchaser's Country, the controversy shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
<b>GCC 13.1</b>	<p>The <b>shipping details and other documents</b> to be provided by the <b>Supplier</b> include: a <b>negotiable marine bill of lading</b>, a <b>non-negotiable marine invoice</b>, an <b>air waybill</b>, a <b>railway consignment note</b>, a <b>road consignment note</b>, an <b>insurance certificate</b>, a <b>manufacturer's or supplier's warranty certificate</b> issued by appointed representatives, an <b>inspection certificate</b></p>

	<p>issued by the designated inspection agency, and <b>shipping details from the supplier's factory</b>, among others. This also includes any other documents that <b>prove shipment</b> and <b>guarantee effective delivery</b> to the location specified in <b>GCC 1.1 (o)</b>.</p> <p>These documents must be <b>received by the Purchaser before the Goods arrive</b>. If they are not received in time, the <b>Supplier</b> will be responsible for any additional expenses incurred.</p>
<b>GCC 14.10</b>	<p>GCC 14.10.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying installation/operation/maintenance/operation and maintenance that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:</p> <ul style="list-style-type: none"> <li>(i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's personnel;</li> <li>(ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</li> <li>(iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</li> <li>(iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.</li> </ul>
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and Related Services performed shall not be adjustable.</p>
<b>GCC 16.1</b>	<p>The method and conditions for payments to the Supplier under this Contract are as follows:</p> <p><b>Payment for Goods Supplied from Abroad:</b></p> <p>The international currency portion will be paid in [insert Contract Price currency] in the following manner:</p> <ul style="list-style-type: none"> <li>• <b>Advance Payment:</b> 10% (ten percent) of the Contract Price shall be paid within 30 (thirty) days of the Contract signing, upon presentation of the request and a bank guarantee for the equivalent amount, valid until the Goods are delivered as stipulated in the Bidding Document or other form acceptable to the Purchaser.</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Shipment:</b> 70% (seventy percent) of the Contract Price for shipped Goods shall be paid via an irrevocable and confirmed letter of credit, opened in favor of the Supplier at a bank in their country, upon presentation of the documents specified in GCC Clause 13.</li> <li>• <b>Acceptance:</b> 20% (twenty percent) of the Contract Price for received Goods shall be paid within 30 (thirty) days of the Goods' receipt, upon presentation of a request accompanied by the acceptance certificate issued by the Purchaser.</li> </ul> <p>The local currency portion will be paid in Real (BRL) within 30 (thirty) days after the presentation of a request accompanied by a certificate from the Purchaser stating that the Goods have been delivered and all other contracted Services have been performed.</p> <p>Payment for Goods and Services Supplied within the Purchaser's Country:</p> <p>Payment for Goods and Services supplied within the Purchaser's Country will be made in Real (BRL), as follows:</p> <ul style="list-style-type: none"> <li>• <b>Advance Payment:</b> 10% (ten percent) of the Contract Price shall be paid within 30 (thirty) days of the Contract signing and upon presentation of the request and a bank guarantee for the equivalent amount, valid until the Goods are delivered as stipulated in the Bidding Document or other form acceptable to the Purchaser.</li> <li>• <b>Delivery:</b> 70% (seventy percent) of the Contract Price will be paid upon receipt of the Goods and presentation of the documents specified in GCC Clause 13.</li> <li>• <b>Acceptance:</b> The remaining 20% (twenty percent) of the Contract Price will be paid to the Supplier within 30 (thirty) days after the date of the acceptance certificate for the respective delivery, issued by the Purchaser.</li> </ul>
GCC 16.5	<p>The period of late payment after which the Purchaser will pay interest to the Supplier will be <b>30 (thirty) days</b>.</p> <p>The interest rate to be applied will be <b>0.01% per day</b>.</p>
GCC 18.1	<p>The <b>Bid Security</b> will be mandatory and equivalent to <b>5% (five percent) of the total Contract value</b>.</p>

<b>GCC 18.3</b>	<p>The <b>Performance Security</b> must be in the form of a <b>bank guarantee or a surety bond</b>.</p> <p>The Performance Security will be expressed in the currencies of the Contract payment, according to their respective portions of the Contract Price.</p>
<b>GCC 24.1</b>	<p>The <b>insurance coverage</b> will be as specified in the <b>Incoterms</b>.</p>
<b>GCC 25.1</b>	<p>Responsibility for the <b>transport of the Goods</b> will be as specified in the <b>Incoterms</b>.</p>
<b>GCC 25.2</b>	<p>The <b>incidental services</b> to be provided are those described in <b>Clause 25.2</b>, including:</p> <p>(d) <b>Execution, supervision or maintenance and/or repair</b> of the supplied Goods for <b>36 months</b>, which does not exempt the Supplier from any warranty obligations under this Contract.</p> <p>(e) <b>Training of the Purchaser's team</b>, for up to <b>5 (five) people</b>, at the Supplier's factory and/or on-site, covering the <b>assembly, startup, operation, maintenance and/or repair</b> of the supplied Goods, in addition to <b>mechanical and electrical aspects</b>, as well as <b>performance tests</b>.</p>
<b>GCC 26.1</b>	<p><b>Assembly Monitoring</b></p> <ol style="list-style-type: none"> <li>1. During the bodywork manufacturing period, a <b>Purchaser's Representative Committee</b>, comprising up to <b>5 (five) professionals</b> designated by the Purchaser, will conduct necessary inspections to monitor the manufacturing process, as outlined below.</li> <li>2. The <b>Supplier</b> must <b>monthly</b> inform the <b>Purchaser</b>, through the Maintenance and Transport Department, about the vehicle assembly stages. This includes electronically submitting construction reports and photographs of the vehicles being assembled.</li> <li>3. Inspections will be carried out electronically via photographs capable of demonstrating assembly details and through videoconference, if the <b>Purchaser</b> so desires. They should be conducted as follows:</li> </ol>

	<p>3.1. <b>1st Inspection:</b> When the bodywork structure is being assembled. 3.2. <b>2nd Inspection:</b> Before shipping the vehicles to the <b>Purchaser</b>, while they are still at the <b>Supplier's</b> premises.</p>
<b>GCC 26.2</b>	Inspections and tests should be conducted <b>at the bodybuilder's headquarters</b> , in facilities indicated by the Supplier.
<b>GCC 27.1</b>	The compensation for damages shall be as follows: <b>0.25% per week</b> .
<b>GCC 27.1</b>	The maximum amount of liquidated damages will be <b>3.0%</b> .
<b>GCC 28.3</b>	<p><b>WARRANTY CONDITIONS / TECHNICAL ASSISTANCE FOR THE OBJECT</b></p> <p>1. The <b>Supplier</b> must provide a <b>GENERAL WARRANTY</b>, under penalty of law and in accordance with current regulations, effective from the date of final acceptance by the <b>CONTRACTING PARTY</b> upon completion of a Detailed Acceptance Term, as follows: <b>12 (twelve) months for the object</b>, which will be counted from the date of object acceptance.</p> <p>1.1. <b>GENERAL WARRANTY</b> means that the proposer commits, regardless of whether or not they are the product manufacturer, to replace at any time any unit(s) that present manufacturing defect(s) or divergence from the specifications provided, at no cost to the <b>CONTRACTING PARTY</b>, provided these do not result from improper operation or handling.</p> <p>1.2. Mileage or time-based revisions stipulated in the chassis manufacturer's manual will be <b>free of charge</b>, including parts replacement and service execution, during the <b>GENERAL WARRANTY</b> period.</p> <p>2. In addition to the general warranty, <b>SPECIFIC WARRANTIES</b> must be provided as itemized below:</p> <p>2.1. <b>3 (three) years</b> for the cabin structure. 2.2. <b>3 (three) years</b> against corrosion for the paintwork. 2.3. <b>3 (three) years</b> for electronic controls. 2.4. <b>3 (three) years</b> for the chassis, including automatic transmission (with full mileage revision), with the mandatory existence of a dealership in the State of Espírito Santo for service provision. 2.5. <b>3 (three) years</b> for the ladder monitor cannon. 2.6. <b>3 (three) years</b> for the rescue basket. 2.7. For other accessory materials and equipment, according to the warranty period provided by the respective manufacturer, whose certificate will accompany each vehicle. 2.8. The supply of spare parts and other components necessary for the vehicle's operation</p>

	<p>(chassis, engines, cabin, superstructure, etc.) is guaranteed during the general warranty period, at no cost to the <b>Purchaser</b>. The deadline for replacing a unit or correcting any defects found in the vehicle or equipment during the warranty periods of the referred items, or for supplying spare parts, will be <b>60 (sixty) calendar days</b> from the date of communication by the <b>Purchaser</b> to the <b>Supplier</b> for the necessary corrections to adequately fulfill the object.</p>
<b>GCC 28.5 &amp; 28.6</b>	The period for repair or replacement shall be: 60 days.
<b>GCC 34.1</b>	The contract's term of validity is <b>425 (four hundred and twenty-five) days</b> .

### 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 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, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]***

***[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

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>

<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>
<b>Total combined score:</b>	<i>[insert the total combined score of the successful Bidder]</i>

**2. Other Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical scores and combined scores.]*

<b>Name of Bidder</b>	<b>Technical Score</b>	<b>Bid Price</b>	<b>Evaluated Bid Cost</b>	<b>Combined Score</b>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

**3. Reason/s why your Bid was unsuccessful** *[Delete if the combined score already reveals the reason]*

***[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) (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" 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 Bidder<sup>1</sup>. 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 of residence]</i>			

**OR**

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

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

**OR**

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

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

**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

*[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 ITB 48.1 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) Addenda No. \_\_\_\_\_ (if any)**
  - **(d) Special Conditions of Contract**
  - **(e) General Conditions of Contract**
  - **(f) The Specification (including the Schedule of Requirements and Technical Specifications)**
  - **(g) The completed schedules (including Price Schedules)**
  - **(h) Any other document stipulated in the 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.

And, being thus fair and agreed, the Parties sign this Instrument in accordance with the laws of Brazil, 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]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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<sup>1</sup> *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.*

<sup>2</sup> *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.

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*[signature(s)]*

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

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

## Option 2: Performance Bond

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

WHEREAS the Supplier has entered into a 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 not later than twenty-eight (28) days following the date of completion of the Supplier's performance of its obligations under the Contract, including any warranty obligations.

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]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

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.

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*[signature(s)]*

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