

PROCUREMENT DOCUMENT

Request for Bid

For
Supply, Installation and Commissioning of Bulk Flow Meters and
Household Water Meters for PRSWSSP

Country:	Pakistan
Project Name:	Punjab Rural Sustainable Water Supply and Sanitation Project (PRSWSSP)
Implementing Agency:	Punjab Rural Municipal Services Company (PRMSC)
Loan No:	IBRD-92670
Project ID No:	P169071
Activity No.:	PK-LG& CD-546508-GO-RFB
RFB No:	PK-LG& CD-546508-GO-RFB
Procurement Method:	Open Competitive Bidding (OCB) - National
Bidding Procedure:	Single Stage-One Envelope
Bids' Submission Date:	June 08, 2026



PUNJAB RURAL MUNICIPAL SERVICES COMPANY

[A company incorporated under Companies Act 2017]

Standard Procurement Document

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS**.
- 1.2 Throughout this bidding document:
- (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI, 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, Contractors, 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 ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time

as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V, 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 (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

- 7. Clarification of Bidding Document**
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;

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

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

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

12. Letter of Bid and Price Schedules

12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

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

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with

Section V, Eligible Countries. Prices shall be entered in the following manner:

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

(v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

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

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

16. Documents 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, 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 Contractor's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of Validity of
Bids**

18.1 Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.

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 period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of adjustable price contracts, no adjustment shall be made;
 - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

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

from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original 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 11.2.
- 19.9 If a Bid Security is **not required in the BDS**, pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or 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 shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them

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

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
 - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - i. in an envelope marked “ORIGINAL -ALTERNATIVE”, the alternative Bid; and
 - ii. in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 21.2 The inner and outer envelopes, shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 22.1;

- (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and
 - (d) bear a warning not to open before the time and date for Bid opening.
- 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 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
 - 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
 - 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and

the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

- 25.1 Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

- 25.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
 - (c) any alternative Bids;
 - (d) the presence or absence of a Bid Security or Bid-Securing Declaration if one was required.
- 25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

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

27. Clarification of Bids

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

- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the bidding document;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- 29. Determination of Responsiveness**
- 29.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to

documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

31. Correction of Arithmetical Errors

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

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

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

32. Conversion to Single Currency

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

33. Margin of Preference

33.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.

34. Evaluation of Bids

34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification

criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

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

34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

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

- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar

taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

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

35. Comparison of Bids

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

36. Abnormally Low Bids

36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.

36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

- 37. Qualification of the Bidder**
- 37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 37.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 37.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder’s qualifications to perform satisfactorily.
- 38. Purchaser’s Right to Accept Any Bid, and to Reject Any or All 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 Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

40. Notification of Intention to Award

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

F. Award of Contract

41. Award Criteria

- 41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.

42. Purchaser's Right to Vary Quantities at Time of Award

- 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 specified **in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

43. Notification of Award

- 43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

- 43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
 - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
 - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Bidder's Beneficial Ownership Disclosure Form.

43.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

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

44. Debriefing by the Purchaser

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

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

- 44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

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

46. Performance Security

- 46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a

correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

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

**47. Procurement 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, 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: PK-LG& CD-546508-GO-RFB</p> <p>The Employer is: Punjab Rural Municipal Services Company</p> <p>The name of the RFB is: Supply, Installation and Commissioning of Bulk Flow Meters and Household Water Meters for PRSWSSP</p>
ITB 1.2(a)	Electronic –Procurement System: Not Applicable
ITB 2.1	<p>The Borrower is: Government of Islamic Republic of Pakistan who has extended the financing of Punjab Rural Municipal Services Company</p> <p>Loan Agreement amount: US\$ 442.40 Million</p> <p>The name of the Project is: Punjab Rural Sustainable Water Supply and Sanitation Project (PRSWSSP)</p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: Three (03)
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Document	
ITB 7.1	<p>For Clarification of Bid purposes only, the Employer's address is:</p> <p style="text-align: center;">CHIEF EXECUTIVE OFFICER PUNJAB RURAL MUNICIPAL SERVICES COMPANY (PRMSC) 5th Floor, KD Plaza, MM Alam Road, Gulberg-III, Lahore, Pakistan Telephone: +92 42 99333613 email: proc.prmsc@punjab.gov.pk</p> <p>Requests for clarification should be received by the Employer no later than seven (07) days before Bid Submission's due date.</p> <p>Web page: https://prmsc.punjab.gov.pk/tenders</p> <p>A Pre-Bid meeting “shall” take place at the following date, time and place:</p>

	<p style="text-align: center;">MAY 21, 2026 ON 1200 HOURS CONFERENCE ROOM PUNJAB RURAL MUNICIPAL SERVICES COMPANY PRMSC, 5th Floor, KD Plaza, MM Alam Road Lahore, near Layers Bakers (Off):+92 42 99333613 Email: proc.prmisc@punjab.gov.pk</p> <p>Maximum two (02) representatives of a bidder, will be allowed and mobile phone/recording of the proceedings will not be allowed.</p> <p>A site visit conducted by the Purchaser “shall be” organized.</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is: English</p> <p>All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English.</p>
ITB 11.1 (j)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> (i) Registration with concerned registration authority for doing business, (ii) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid, (iii) Product Brochure / Solution Write-up w.r.t. Solicited User’s Technical Specifications (iv) Audited financial statements, for the last three (03) years to demonstrate the current soundness of the Bidder’s financial position. (v) Documentary evidence establishing that the bidder has successfully completed or at-least substantially completed (80% completed) one (01) project of supplying, installation and commissioning of water meters to public sector organization/ company/ authority in last five (05) years. Documentary evidence includes copy of contract/purchase order, certificate from client for successful completion of contract, etc. to establish their required experience. For a joint venture, this requirement may be met by all members combined. <u>The work order shall be verified by the procuring agency through any appropriate means</u> (vi) Detailed Technical Specification, filled BoQs exclusively mentioning therein offered models.

	<p>(vii) ISO or equivalent certification ensuring that water meters are environment friendly,</p> <p>(viii) An Affidavit on judicial paper of at least Pak. Rs. 100/- as per the formats, given in the bidding document, about (a) no blacklisting/debarment of the bidder, (b) no conflict of interest, and (c) surety to comply with bid validity period despite the market inflation and foreign currency exchange rates risks.</p>																																				
ITB 13.1	Alternative Bids “ shall not be ” considered.																																				
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.																																				
ITB 14.6	Not Applicable.																																				
ITB 14.7	The Incoterms edition is: Incoterms 2020.																																				
ITB 14.8 (b)(i) and (c)(v)	<p>Named place(s) of destination, as per Incoterms used, is: one or more of the following Tehsil Offices of PUNJAB RURAL MUNICIPAL SERVICES COMPANY (DETAILED COORDINATES ARE PROVIDED IN SECTION - VII OF DOCUMENT IN SUB SECTION 2.5), as indicated in the Secondary Procurement Stage:</p> <table border="1"> <thead> <tr> <th>Districts</th> <th>Tehsil</th> <th>Districts</th> <th>Tehsil</th> </tr> </thead> <tbody> <tr> <td>Chakwal</td> <td>Kallar Kahar</td> <td>Bahawalnagar</td> <td>Bahawalnagar</td> </tr> <tr> <td>Khushab</td> <td>Noorpur Thal</td> <td>Bahawalpur</td> <td>Khairpur Tamewali</td> </tr> <tr> <td>Mianwali</td> <td>Isa Khel</td> <td>Lodhran</td> <td>Karor Pacca</td> </tr> <tr> <td>Sargodha</td> <td>Kot Moman</td> <td>Multan</td> <td>Shuja Abad</td> </tr> <tr> <td>Bhakkar</td> <td>Darya Khan</td> <td>Muzaffargarh</td> <td>Alipur</td> </tr> <tr> <td>Chiniot</td> <td>Bhowana</td> <td>D.G.Khan</td> <td>Taunsa</td> </tr> <tr> <td>Jhang</td> <td>Ahmad Pur Sial</td> <td>Rahim Yar Khan</td> <td>Liaqatpur</td> </tr> <tr> <td>Pakpattan</td> <td>Pakpattan</td> <td>Rajanpur</td> <td>Rojhan</td> </tr> </tbody> </table>	Districts	Tehsil	Districts	Tehsil	Chakwal	Kallar Kahar	Bahawalnagar	Bahawalnagar	Khushab	Noorpur Thal	Bahawalpur	Khairpur Tamewali	Mianwali	Isa Khel	Lodhran	Karor Pacca	Sargodha	Kot Moman	Multan	Shuja Abad	Bhakkar	Darya Khan	Muzaffargarh	Alipur	Chiniot	Bhowana	D.G.Khan	Taunsa	Jhang	Ahmad Pur Sial	Rahim Yar Khan	Liaqatpur	Pakpattan	Pakpattan	Rajanpur	Rojhan
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ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	<p>Named place(s) of destination, as per Incoterms used, is: one or more of the following Tehsil Offices of PUNJAB RURAL MUNICIPAL SERVICES COMPANY, as indicated in the Secondary Procurement Stage:</p> <table border="1"> <thead> <tr> <th>Districts</th> <th>Tehsil</th> <th>Districts</th> <th>Tehsil</th> </tr> </thead> <tbody> <tr> <td>Chakwal</td> <td>Kallar Kahar</td> <td>Bahawalnagar</td> <td>Bahawalnagar</td> </tr> <tr> <td>Khushab</td> <td>Noorpur Thal</td> <td>Bahawalpur</td> <td>Khairpur Tamewali</td> </tr> <tr> <td>Mianwali</td> <td>Isa Khel</td> <td>Lodhran</td> <td>Karor Pacca</td> </tr> <tr> <td>Sargodha</td> <td>Kot Moman</td> <td>Multan</td> <td>Shuja Abad</td> </tr> <tr> <td>Bhakkar</td> <td>Darya Khan</td> <td>Muzaffargarh</td> <td>Alipur</td> </tr> <tr> <td>Chiniot</td> <td>Bhowana</td> <td>D.G.Khan</td> <td>Taunsa</td> </tr> <tr> <td>Jhang</td> <td>Ahmad Pur Sial</td> <td>Rahim Yar Khan</td> <td>Liaqatpur</td> </tr> <tr> <td>Pakpattan</td> <td>Pakpattan</td> <td>Rajanpur</td> <td>Rojhan</td> </tr> </tbody> </table>	Districts	Tehsil	Districts	Tehsil	Chakwal	Kallar Kahar	Bahawalnagar	Bahawalnagar	Khushab	Noorpur Thal	Bahawalpur	Khairpur Tamewali	Mianwali	Isa Khel	Lodhran	Karor Pacca	Sargodha	Kot Moman	Multan	Shuja Abad	Bhakkar	Darya Khan	Muzaffargarh	Alipur	Chiniot	Bhowana	D.G.Khan	Taunsa	Jhang	Ahmad Pur Sial	Rahim Yar Khan	Liaqatpur	Pakpattan	Pakpattan	Rajanpur	Rojhan
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ITB 15.1	The Bidder “ is ” required to quote in Pak. Rs.																																				
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Warranty Period as specified in technical specifications.																																				
ITB 17.2 (a)	Demonstration of authorization by manufacturer: Yes in respect of following items , from manufacturer or its authorized distributor/ agent as																																				

	proof of their genuineness, as per format provided at Section IV viz. Bidding Forms.
ITB 17.2 (b)	After sales service - Not Applicable
ITB 18.1	The Bid validity period shall be 90 days
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): Not Applicable
ITB 19.1	<p>A Bid Security will be required preferably in the form of unconditional bank guarantee included in Section IV Preferably Bidding Forms or Cash Deposit Receipt (CDR).</p> <p>The bid security shall be denominated in the currency of the bid @ PKR 12.50 Million, in favour of Punjab Rural Municipal Services Company in the form of an unconditional bank guarantee included in Section IV Preferably Bidding Forms or Cash Deposit Receipt (CDR).</p> <p><u>Bid found without bid security or a bid security deficient of the required amount, will not be considered.</u></p> <p>Bid security validity should be 120 days.</p> <p>No personal cheques will be acceptable at any cost. Also, the previous bid security will not be considered or carried forward.</p> <p>Bid-Security Declaration and Insurance Guarantees shall not be acceptable.</p>
ITB 19.3 (d)	Other types of acceptable securities: Not Applicable
ITB 20.1	The number of copies of the Bid to be completed and returned shall be one (01) ORIGINAL and one (01) certified COPY of original.
ITB 20.3	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:</p> <p>A Power of Attorney authorizing the signatory to sign the Bid on behalf of the Bidder from competent authority must be provided along with the bid. If the signatory of the Bid is duly authorized by the memorandum and article of association or the constitution of the Bidder, certified copy of the relevant section of the said constitution should be provided. In case, the Bidder is a sole proprietorship/partnership firm, necessary affidavit should be provided. Otherwise, the Bid may be rejected.</p> <p>If the Bidder is an intended or existing Joint Venture, such authorization be signed by all parties and specify the authority of the named representative to sign the Bid on behalf of, and legally bind, the intended or existing Joint Venture.</p>

	If the Joint Venture has not yet been formed, also include written evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 11.2.		
D. Submission and Opening of Bids			
ITB 22.1	For <u>Bid submission purposes</u> only, the Employer's address is: CHIEF EXECUTIVE OFFICER PUNJAB RURAL MUNICIPAL SERVICES COMPANY PRMSC, 5 th Floor, KD Plaza, MM Alam Road Lahore, near Layers Bakers (Off):+92 42 99333613 Email: proc.prmsc@punjab.gov.pk		
	The deadline for Bid submission is:		
	Date:	June 08, 2026	Time: 1200 hours
	Bidders " shall not " have the option of submitting their Bids electronically.		
ITB 25.1	The Bid opening shall take place at: CHIEF EXECUTIVE OFFICER PUNJAB RURAL MUNICIPAL SERVICES COMPANY PRMSC, 5 th Floor, KD Plaza, MM Alam Road Lahore, near Layers Bakers (Off):+92 42 99333613 Email: proc.prmsc@punjab.gov.pk		
	Date:	June 08, 2026	Time: 12:30 hours
	The electronic Bid opening procedures shall be: Not Applicable.		
ITB 25.6	The Letter of Bid shall be initialed by authorized representatives of the Employer attending Bid opening.		
E. Evaluation and Comparison of Bids			
ITB 30.3	Not Applicable.		
ITB 32.1	The bidders are required to offer the bid on Delivered Duty Paid (DDP) Basis, only. The Bid evaluation and comparison shall on Pak. Rupees.		
ITB 33.1	Not Applicable.		
ITB 34.2(a)	Evaluation will be done for Supply, Installation and Commissioning of Bulk Flow Meters at Tubewells and Household Meters in Respective Tehsils		
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: No (b) Deviation in payment schedule: No (c) the cost of major replacement component, mandatory spare parts, and service: No		

	<p>(d) the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Bid: No</p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment: No</p> <p>(f) the performance and productivity of the equipment offered: No</p>
F. Award of Contract	
ITB 42	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITB 45. 1	The successful Bidder shall submit the Beneficial Ownership Disclosure Form.
ITB 46.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="text-align: center;">PRMSC GRM COMMITTEE PUNJAB RURAL MUNICIPAL SERVICES COMPANY PRMSC, 5th Floor, KD Plaza, MM Alam Road Lahore, near Layers Bakers (Off):+92 42 99333613 Email: proc.prmsc@punjab.gov.pk</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Purchaser’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

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2. Evaluation (ITB 34).....	40
3. Qualification (ITB 37)	41

1. Margin of Preference (ITB 33)

Not Applicable.

Most Advantageous Bid

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

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

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (a) Supply, Installation and Commissioning schedule. (As per List of Goods and Delivery Schedule)

The Goods specified in the List of Goods as per Section VII (Schedule of Requirements) are required to be delivered within (90) Days from signing of contract. No credit will be given to deliveries before the earliest date, and Bids offering delivery beyond the delivery date shall be treated as nonresponsive.

Installation & Commissioning Schedule:

The Goods specified in the List of Goods are required to be installed, tested and commissioned as specified in Schedule of Requirement section VII of Bid document within 60 days of site delivery.

- (b) Deviation in payment schedule.
 - (i) *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are **not permitted** to state an alternative payment schedule.*
- (c) Cost of major replacement components, mandatory spare parts, and service.

Not Applicable.

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid.

Not Applicable.

- (e) Life Cycle Costs

Not Applicable.

- (f) Performance and productivity of the equipment:

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 which offers the lowest-evaluated cost in accordance with ITB 34, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) If the Bidder is a manufacturer:

(i) **Financial Capability**

Average Annual Turnover:

The Bidder shall have an Average Annual Turnover of at least 500 million PKR calculated as total certified payments received for contracts in progress or completed, within the last three (03) years.

(ii) **Audited Statements**

Audited financial statements, for the last three (03) years to demonstrate the current soundness of the Bidder's financial position.

(iii) **Experience and Technical Capacity**

Documentary evidence establishing that the bidder has successfully completed or substantially completed (70%) at least one (01) project in last 10 years regarding Supply and installation of Household meters (more than 25,000 units) and water Bulk Flow meters.

(iv) **Documentary Evidence**

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

Product(s)/ Brand(s)' Leaflets, brochures, catalogues and/or Solution Write-up w.r.t. Solicited Technical Specifications.

Section IV - Bidding Forms

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Letter of Bid

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

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

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

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

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

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

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

To: ***[insert complete name of Purchaser]***

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

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

Or

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

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

- (i) The discounts offered are: *[Specify in detail each discount offered.]*

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

Name of Recipient	Address	Reason	Amount

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

- (m) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

Bidder Information Form

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

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

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

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"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. 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 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. 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. 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 for each JV member using the Beneficial Ownership Disclosure Form.

Price Schedule Forms

Price Schedule Form in Pak. Rupees

Name of Bidder _____.

IFB Number _____.

Page _ of ____.

Price of Goods								Pak. Rupees
Sr. #.	Tehsil Name	Diameter of Bulk Flow Meter	Quantity	Description of Offered Item	Unit Price (EXW)	Unit Price (Transportatio n to delivery location and ancillary services)	Sales & other Taxes payable [if applicable]	Unit Price (DDP) [inclusive of transportatio n, taxes, ancillary services etc.]
1	Khairpur Tamewali	1 inch						
		3 inch						
		4 inch						
		6 inch	7					
		8 inch						
2	Rojhan	1 inch						
		3 inch						
		4 inch	2					
		6 inch						
		8 inch						
3	Taunsa	1 inch						
		3 inch						
		4 inch	5					
		6 inch	7					
		8 inch						
4	Liaqat Pur	1 inch						
		3 inch						
		4 inch	2					

		6 inch	4					
		8 inch						
5	Bhowana	1 inch						
		3 inch						
		4 inch	8					
		6 inch	1					
		8 inch						
6	Ahmed Pur Sial	1 inch	11					
		3 inch						
		4 inch	3					
		6 inch						
		8 inch						
7	Darya Khan	1 inch	5					
		3 inch						
		4 inch	5					
		6 inch						
		8 inch						
8	Kehror Pacca	1 inch						
		3 inch						
		4 inch	16					
		6 inch	6					
		8 inch						
9	Shujabad	1 inch	13					
		3 inch						
		4 inch						
		6 inch	3					
		8 inch	5					
		1 inch						

10	Ali Pur	3 inch						
		4 inch						
		6 inch	3					
		8 inch	4					
11	Kallar Kahar	1 inch						
		3 inch						
		4 inch	8					
		6 inch						
		8 inch						
12	Kot Momin	1 inch						
		3 inch	6					
		4 inch	1					
		6 inch	1					
		8 inch						
13	Noor pur Thal	1 inch						
		3 inch						
		4 inch	2					
		6 inch	6					
		8 inch						
14	Pakpattan	1 inch						
		3 inch						
		4 inch	33					
		6 inch						
		8 inch						
15	Bahawalnagar	1 inch						
		3 inch						
		4 inch	1					
		6 inch	15					

		8 inch	1					
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				Pak. Rupees				
Sr. #.	Tehsil Name	Household Meter	Quantity	Description of Offered Item	Unit Price (EXW)	Unit Price (Transportation to delivery location and ancillary services)	Sales & other Taxes payable [if applicable]	Total Price (DDP) [inclusive of transportation, taxes, ancillary services etc.]
1	Khairpur Tamewali	15mm	1810					
2	Rojhan	15mm	669					
3	Taunsa	15mm	6633					
4	Liaquatpur	-	N/A					
5	Bhowana	15mm	3592					
6	Ahmedpur Sial	15mm	488					
7	Daryakhan	15mm	1732					
8	Kahrur Pakka	15mm	4054					
9	Shujaabad	15mm	1265					
10	Ali Pur	15mm	2590					
11	Kallar Kahar	15mm	5575					
12	Kot Momin	15mm	4965					
13	Noorpur Thal	15mm	2336					
14	Pakpattan	15mm	10341					
15	Bahawalnagar	15mm	4816					

Note: Bidder should quote prices inclusive of all relevant / applicable taxes as per laws of Islamic Republic of Pakistan.

It is hereby confirmed that the specifications of offered items, are fully compliant to the technical specifications provided in Section V of bidding document and the offered DDP Cost includes all applicable taxes, duties, transportation, ancillary/allied services [i.e. installation, commissioning, integration, testing, deployment, warranty] etc. charges.

The Comprehensive aftersales services shall be covering all preventative and corrective actions including all related costs as per **(ITB 17.2)**.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

[SEAL]

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

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

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

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

[Signature(s)]

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

Manufacturer's Authorization

[The Bidder shall require the Manufacturer or its authorized distributor/dealer/reseller to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer or its authorized distributor/dealer/reseller and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer or its authorized distributor/dealer/reseller.]

Name of Bidder _____.

RFB Number _____.

Page _ of ____.

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

WHERE
AS

We *[insert complete name of Manufacturer or authorized distributor/dealer/reseller]*, who are official manufacturers or authorized distributor/dealer/reseller of the manufacturer of the *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]* or having authorized office/unit at *[insert full address of authorized distributor/dealer/reseller's office/unit]*, 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 or procured by us as an *authorized distributor/dealer/reseller* from the primary manufacturer *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

[Retain one option from the following]

OPTION 1

[in case of authorization from manufacturer] 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.

OPTION 2

[in case of authorization by an authorized distributor/dealer/reseller of the manufacturer] Though we are not primary manufacturer, however, being the *authorized distributor/dealer/reseller* of the Goods offered by the above firm, conform the quality standards of the primary manufacturer, and have the capacity to supply the specified quantities by extending full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, on behalf of manufacturer.

A proof of our authorization, as *authorized distributor/dealer/reseller*, duly signed and stamped, is attached hereto. We also take all the responsibility of our claim of an *authorized distributor/dealer/reseller* and undertake & warrant that if the authorization is found fake or forged at any stage of the bidding and/or contract execution, the department shall be at liberty to take lawful action against us, as per the laws of the Pakistan under fraudulent practices.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer or authorized distributor/dealer/reseller]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer authorized distributor/dealer/reseller]

Title: [insert title]

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

Section V - Eligible Countries

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

In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) **India & Israel**

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 Contractors; any sub-contractors, sub-consultants, service providers or Contractors; 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, Contractors and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or Contractor, 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 Contractors, and their sub-contractors, sub-consultants, service providers, Contractors, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

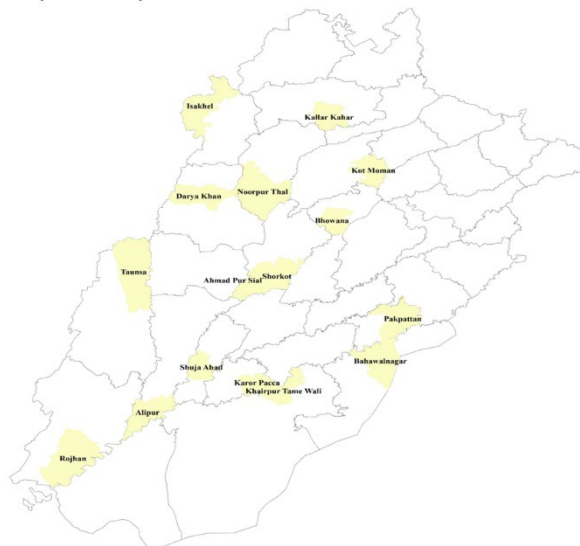
**Supply, Installation and Commissioning of Bulk Flow Meters
and Household Water Meters for PRSWSSP**

1. General

Punjab Rural Municipal Services Company (PRMSC) has commenced operations of water supply schemes constructed under various programs across different tehsils, with a focus on ensuring sustainable service delivery, accurate accounting of water production and consumption, and improved operations and maintenance of assets. In this context, the Employer requires the supply, installation, testing and commissioning of water metering systems at both source and consumer levels.

The scope of works shall include the supply, installation, testing and commissioning of bulk flow meters at existing and operational tubewells for accurate measurement of abstracted water, as well as the supply, installation, testing and commissioning of household water meters, including provision of complete water supply service connections from the distribution line up to plinth level, on a turn-key basis. The works shall be carried out on live and operational systems, and the Contractor shall plan and execute all activities to ensure minimum disruption to water supply. The works shall be executed at various schemes and tehsils as specified, ensuring that all installations are fully functional, operationally reliable, and ready for billing and O&M purposes. Transportation and supply of all materials to respective sites, tehsils and schemes. The Contractor shall strictly adhere to the locations identified in the “**Annexure: Details of Tehsil Facilities Location and Household Details for Each Tehsil**”.

All materials, labor, tools, equipment, transportation, installation, testing and commissioning required for completion of the works shall be the sole responsibility of the Contractor, and all works shall be completed on a fully functional, tested and ready-for-operation basis, in accordance with the Employer’s Requirements and applicable technical specifications.



2. Scope of Works

2.1 Supply, Installation and Commissioning of Bulk Flow Meters

The Contractor shall be responsible for all works necessary to complete installation, including but not limited to the following:

2.1.1 Supply of Bulk Flow Meters

- Supply of Woltman type bulk flow meters and of approved make, size (DN as specified in Table 1), pressure rating and accuracy class, compliant with ISO 4064 / equivalent standards.
- Each meter shall be supplied with:
 - Factory calibration certificate
 - Unique serial number and seals
 - Suitable register for field reading

2.1.2 Installation on Existing Operational Tubewells

- Coordination with respective tehsil staff for planned shutdown and restart of tubewells.
- Isolation of existing pipeline and safe working arrangements. Install the flow meter at fairly straight portion of delivery pipe to avoid the turbulent flow.
- Cut the existing GI or MS delivery pipe. Weld or fix flanges to the pipe ends. Ensure the flanges are perfectly parallel.
- Before dropping the meter in, run the pump briefly to flush out any welding slag or debris that could damage the turbine.
- Check the flow arrow on the meter body; it must match the water's direction.
- Provision and installation of:
 - Matching flanges, bolts, nuts and gaskets
 - Required straight pipe lengths upstream and downstream as per manufacturer's recommendations
- The Contractor shall construct/provide concrete or masonry supports (thrust blocks) under the meters of Diameters (4 in to 6 in) and the heavy piping to ensure no mechanical stress is transferred to the flanges or the existing pipework. The meter must be perfectly aligned to prevent strain.
- During the welding of flanges on the delivery pipe, the Contractor must ensure proper electrical isolation (Earthing) of the pipework to prevent welding current from traveling to the submersible pump/motor. The Contractor shall be liable for any damage to the existing pumping machinery caused by improper welding practices.

2.1.3 Testing and Commissioning

- Flushing of pipeline prior to commissioning.
- Gradual pressurization of system to avoid water hammer.
- Checking for leakage at all joints and flanges.
- Functional testing at low and normal flow conditions.
- Verification of smooth and accurate meter registration.
- Recording and handing over of initial meter reading.

2.1.4 Documentation and Handover

- Submission of commissioning report for each meter, including:

- Meter serial number, size and location
- Installation date and initial reading
- Calibration certificate
- Geo-tagged photographs
- Formal handover to respective Tehsil offices.

Table 1: Bulk Flow Meter Details

Sr No	Diameter	Specifications	Quantity
1	1 inches	<p>Technology: Multijet Dry Type</p> <p>General Features</p> <p>(a) Visual Meter Reading</p> <p>(b) Tamper proof.</p> <p>(c) Provided with non-return valve</p> <p>(d) Un- affected by grit and particulates</p> <p>(e) Provided with wire and lead seal</p> <p>(f) Not effected by Magnetic field</p> <p>Conforming to:</p> <p>Compliance Certificate required showing compliance to ISO: 4064 (International Organization Standardization) or BS EN ISO: 4064 Certifications:</p> <p>Certificate issued by any Authorized Body of</p> <p>(a) OIML: R49 (International organization for legal Metrology)</p> <p>(b) MID/2004/22/EEC or AWWA Manual on Water Meters M6 or Japan Water Works Association (JWWA)</p> <p>Equipment Used for Testing (Quality Assurance)</p> <p>Equipment used for testing shall comply with clause 4.6 of BS 5750: Part 1987(5)</p> <p>Detailed Metrological Specifications</p> <p>Size: 25 mm to 200 mm</p> <p>Accuracy: Class II</p> <p>Material: Brass/Nonferrous Metal Protection: Class IP-68</p> <p>Ambient Temperature: +5° to 55° C</p> <p>Liquid Temperature up to 50° C Maximum Working Pressure 16 bar Dry Dial</p> <p>CE marking should not be less than 5mm height as per 93/465/EEC</p> <p>Flow rate: Q3/Q1 =160</p> <p>Maximum flow rate Q3 (m³ /h) for</p> <p>50 mm = 0.39</p> <p>80 mm = 0.625</p> <p>100 mm = 1</p> <p>150 mm = 2.5</p>	29
2	3 inches		6
3	4 inches		86
4	6 inches		53
5	8 in		10

		200 mm = 3.93	
		Total No.	184

2.2 Supply of Household Water Meters

2.2.1 Supply of Mechanical Household Water Meters

- Supply of approved household water meters of specified size and class, suitable for potable water as per specifications provided in table and compliant with ISO 4064 /equivalent standards.
- Each meter shall be supplied with:
 - Factory calibration certificate
 - Serial number and tamper-proof seal
 - Compatible fittings for GI/HDPE connections

2.2.2 Service Connection from Distribution Line to Plinth Level

- The Contractor shall provide and install complete water supply connection, including but not limited to the following:
 - HDPE Pipe (15 mm inner diameter) from distribution line up to plinth level of the building.
 - GI Pipe (15 mm inner diameter), minimum 4 ft height above plinth level for vertical riser.
 - GI Saddle Clamp (suitable for 110 mm distribution line), complete with:
 - Brass ferrule
 - Foam, bolts and nuts
 - Double action brass ferrule, complete in all respects.
 - HDPE pipe connector for ferrule valve joint.
 - GI fittings, including:
 - 15 mm nipple
 - 15 mm female elbow
 - 15 mm GI pipe (4 ft and 1 ft lengths as required)
 - All joints shall be properly threaded, sealed and leak-proof.

2.2.3 Installation of Household Water Meter

- Installation of water meter at designated location near plinth level, ensuring:
 - Correct flow direction
 - Proper alignment and accessibility for reading
 - Provision of upstream isolation arrangement for maintenance.
 - Secure fixing to prevent vibration or tampering.

2.2.4 Installation & Commissioning

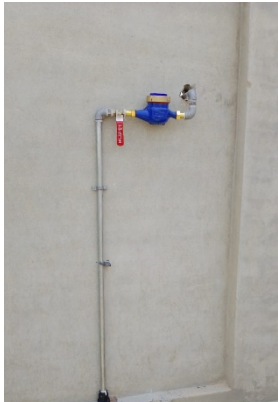
- Transportation and supply of all materials to respective sites, tehsils and schemes as per the attached sheet for tehsil details.
- Flushing of service connection before commissioning.
- Gradual pressurization and leakage testing.

- Functional testing of meter at low and normal flows.
- Recording of initial meter reading at the time of commissioning.
- Sealing of meter and fittings after commissioning.

2.2.5 Contractor's Responsibilities

- Execution of works without damaging existing distribution lines or consumer property.
- Restoration of disturbed surfaces to original condition.
- Compliance with Employer's specifications, approved drawings and manufacturer's guidelines.
- Any defective work or leakage observed during commissioning or defect liability period shall be rectified by the Contractor at no additional cost.

Table 2: Household Water Meter Details

Household Water Meters			
<p>Providing & installation of GI water supply connection pipe including 15mm inner dia HDPE pipe from distribution line to plinth level, inner dia GI pipe 4ft/height from plinth level of the building, GI saddle clamp, brass with foam & nuts, ferrule double action complete in all respect. It includes saddle clamp 110 mm x brass ferrule HDPE pipe connector for ferrule valve joint, 15 mm x nipple, 15 mm female elbow, 15 mm x GI pipe (4ft & 1 ft.) It includes the supply to respective sites at tehsils and schemes, complete installation and commissioning. (A typical installation assembly is depicted in pictures)</p>			
SR. No	Meter Type	Specifications	
1	Water Meter (15 mm Dia)	<p>Technology: Multijet Dry Type</p> <p>General Features</p> <p>(a) Visual Meter Reading (b) Tamper proof (c) Provided with non-return valve (d) Un- affected by grit and particulates (e) Provided with wire and lead seal (f) Not effected by Magnetic field</p>	51,000

	<p style="text-align: center;">Conforming to: Compliance Certificate required showing compliance to ISO: 4064 (International Organization Standardization) or BS EN :ISO: 4064 Certifications Certificate issued by any Authorized Body of (a) OIML: R49 (International organization for legal Metrology) (b) MID/2004/22/EEC or AWWA Manual on Water Meters M6 or Japan Water Works Association (JWWA) Equipment Used for Testing (Quality Assurance) Equipment used for testing shall comply with clause 4.6 of (5)BS 5750: Part 1987 Detailed Metrological Specifications)</p> <p style="text-align: center;">Size: 15 mm Accuracy: Class II Material: Brass/Nonferrous Metal Protection: Class IP- 68 Ambient Temperature: +5° to 55° C Liquid Temperature .5 upto 50° C Maximum Working .6 Pressure 16 bar; Dry Dial CE marking should not .7 be less than 5mm height as per 93/465/EEC Installation i. Any .8 Direction ii. Horizontal (Multi Jet, Single Jet) Flow rate: Q3/Q1 =160 .9</p> <p>10 .Maximum flow rate Q3 (m³ /h) for 15mm Meter = 2.5</p>		
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2.3 Measurement

Measurement shall be on per completed Bulk Flow Meters at respective facilities and household connection including water meter (Each) verified by respective tehsil office representatives.

2.4 Training of Operators and Tehsil Staff

Prior to the formal handover of the works, the Contractor shall provide on-site training to the designated staff of the respective Tehsils. The training shall be conducted at each of the 16 Tehsils to ensure local operators are capable of the minimum maintenance and reading duties required for the supplied equipment.

The training shall cover the following modules:

2.4.1 Module A: Meter Reading & Data Recording

- Household Meters: Interpretation of the "Five Digit" reading dial. Training on how to distinguish between consumption units (black digits) and fractional units (red digits/pointers) to ensure accurate billing.
- Bulk Meters: Reading the register of Woltman type meters. How to calculate flow rates vs. cumulative volume.
- Data Logging: Standard procedure for recording readings in the logbooks/registers provided by the Contractor.

2.4.2 Module B: Routine Maintenance & Troubleshooting

- Leakage Detection: How to identify and tighten leaking GI saddle clamps or brass ferrules without damaging the HDPE pipe connection.
- Tamper Detection: Training on identifying signs of tampering, specifically regarding the "Magnetic Fitting" and checking the integrity of tamper-proof seals.

2.4.3 Module C: Operational Safety

Valve Operations: Proper procedure for opening/closing isolation valves to avoid "water hammer" which can damage the bulk meters.

2.4.4 Deliverables

The Contractor shall provide 16 copies (one per Tehsil) of an Operation & Maintenance (O&M) Manual in English and Urdu. The manual must include:

- Troubleshooting charts.
- Exploded views of the meter and connection fittings.
- Contact details for warranty claims.

2.5 Details of Bulk Flow Meters and Household Meters

Table below shows the details of household and bulk flow meters including type of Bulk Flow, Household meters required as per household including the coordinates of schemes where these has to be installed.

Bulk Flow Meters and Water Meters Details

Tehsil	Village	Scheme Name	Dia of Bulk FM	Pipe Type	#HH (Water Meters Required)	Coordinates
Khairpur Tamewali	Sheikh Wahan	Sheikh wahan TW	6"	MS Pipe	550	29°39'57.95"N 72°21'32.13"E
		chak sajjadabad TW	6"	MS Pipe	250	
	Chak Isa	Chak Isa TW	6"	MS Pipe	260	29°40'12.80"N 72°18'48.68"E
	Karam Pur	Chak Islamabad TW	6"	MS Pipe	550	29°43'46.63"N 72°18'26.25"E
		Basti Muhammad pur Muhajaran TW	6"	MS Pipe		
	Ahmed pur	Ada Pul Gaman Wali TW	6"	MS Pipe	200	
		Basti Ada Ahmed Pur TW	6"	MS Pipe		
Rojhan	Umer Kot	Major Settlement Umerkot TW	4"	MS Pipe	549	28°49'24.69"N 70°12' 34.54"E
		Settlement-1(Basti Panjab) TW	4"	MS Pipe	120	28°49'21.86"N 70°12' 47.77"E
Taunsa	Mithe Wali	Mithe Wali TW	6"	MS Pipe	1050	31°14'45.2"N 70°44'32.0"E
	Kalu Wala	Basti Kalu Wala TW	6"	MS Pipe	290	31°13'20.98" N 70°44'20.28" E
		Basti Lashari TW	6"	MS Pipe	545	
	Jhoke Bando	Jhoke Bando	4"	MS Pipe	266	30° 00'25.77" N 70°37'04.3" E
	Pehar	Pehar	4"	MS Pipe	410	30° 57' 07.02" N 70° 39' 58.84" E
	Banbhan	Banbhan	4"	MS Pipe	670	30° 53' 6.10" N 70° 40'38.03" E
	Dauna	Dauna	6"	MS Pipe	802	30°48'49.49" N 70° 46'41.68" E
	Sonra	Sohnra	6"	MS Pipe	350	

	Basti Buzdar	Basti Buzdar	6"	MS Pipe	718	30°46'15.43" N 70°32'16.87" E
		Jhoke Khubar	4"	MS Pipe		
	Tub	Tub	6"	MS Pipe	582	
	Bohar	Bohar	4"	MS Pipe	950	30°38'24.46"N 70°39'58.30"E
Liaqatpur	Chak 5/A	Chak 5/A	4"	MS Pipe		28.955093 70.985001
	Chak 17/A	Chak 17/A	4"			28.955897 70.98499
	Chak 25/A	Chak 25/A	6"	MS Pipe		28.944727, 71.016115
		25/A Colony(Jinnah Abadi)				
	Chak 24/A	Chak 24/A	6"	MS Pipe		28.955447, 71.019059
	Chak 26/A	Chak 26/A	6"	MS Pipe		28.907152 70.981768
	Chak 29/A	Chak 29/A (Bara)				28.895817, 70.969107
		Chak 29/A (Chota)	6"	MS Pipe		
	Chak 30/A	Chak 30/A (Bara)				
		Chak 30/A (Chota)				
Bhowana	Chak 190	Chak 190	4"	MS pipe		31.50885, 72.67676
	Chak 192	Chak 192	4"	MS pipe	186	31.51971, 72.6514
	Chak 199	Chak 199	6"	MS pipe	740	31.44767477, 72.76892
	Chak 221	Chak 221	4"	MS pipe	390	31.50589, 72.69969
	Chak 226	Chak 226	4"	MS pipe	428	31.44726, 72.659
	Chak 191	Chak 191	4"	MS pipe	392	31.4901775, 72.631219
	Chak 195	Chak 195	4"	MS pipe	473	31.49015, 72.631262
	Mouza Barkhurdar	Barkhurdar	4"	MS pipe	347	31.6019826, 72.69671033
	Mouza Suleman	Suleman and Rehman Colony	4"	MS pipe	546	31.51939654, 72.5319388
	Mouza Bilharke	Mouza Bilharke	-	MS pipe	90	

APS (Ahmed Pur Sial)	Jaiwain	Basti Haveli Jaiwan	1	MS pipe		30.896311°, 71.922000°
		Basti Naulan Wala	1	MS pipe		30.896311°, 71.922000°
		Basti Jaiwan	1	MS pipe		30.896311°, 71.922000°
	Chak 2/2-L	SETTLEMENT1	1	MS pipe		
	SIALKOT	SIALKOT + CHAK MOHSIN SHAHEED	4"	MS pipe	74	30.914488, 71.847683
	Gudara	Chak Azmat Kamal	1	MS pipe		30.8358846, 71.8602755
		Gudara Main Bazar				
		Basti Nazimabad	1	MS pipe		
	Dauluana Sharqi	Basti Jalal Wala	1	MS pipe		30.9691128, 71.85597177
	Fateh Pur Pirti	Basti Fatehpur Pirti	1	MS pipe		30.645793, 71.6867408
		Chak Rairthi	1	MS pipe		
	HAZRAT SULTAN BAHU	Basti Aray Wala	1	MS pipe		30.813589, 71.868788
		Basti Ghulam Jellani	1	MS pipe		
		ABADI DARBAR SULTAN BAHU + BASTI TAHIR SULTAN	4"	MS pipe	200	30.8067608, 71.877695839
	Sewa Sadaat	Basti Sewa Sadaat	1	MS pipe		30.817208°, 71.843138°
		Basti Bhirki Wala	1	MS pipe		30.817208°, 71.843138°
	Chak 3/3-R	Chak 3/3-R	1	MS pipe		
	CHAK 11/3-L	CHAK 11/3-L	4"	MS pipe	214	30.795145, 71.820359
DRK-01 (Darya Khan)	Angra Daggar	Basti Angra Daggar	4"	MS pipe	528	31.8266119, 71.0977737
			N/A	N/A		
	Lundi Daggar	Tibba Khichian Wala	N/A	N/A	153	
	Tiba Murtaza Shah	Tibba Murtaza Shah	4"	MS pipe	201	

		Basti Mehar Imam Shah	N/A	N/A		
	Haji Hussain Shah Daggar	Basti Ahmad Shah	N/A	N/A		31.9353768, 71.1514407
		Basti Chah Thalla	1	MS Pipe		
DRK-02 (Darya Khan)	Lundi Nasheb	Basti Lundi Nasheb	4"	MS pipe	463	31.8503793, 71.0894883
	Saandi	Basti saandi	4"	MS pipe	360	
	Surani Daggar	Tibba tarkhana Wala	4"	MS pipe	180	31.7606517, 71.0946499
		Tibba Dhola	N/A	N/A		
		Tibba Baleli	N/A	N/A		
		Basti Sheikhan Wali	1	MS Pipe		
	Surani Nasheb	Basti Baleli	N/A	N/A		
	Murani Shumali	Basti Murani Shumali	1	MS Pipe		
	Chak No.17/TDA	Basti Chah Shera Khu 1	1	MS Pipe		
		Basti Chah Shera Khu 2	N/A	N/A		
Kehror Pacca	Choki Sobha Khan	Khu Kikran Wala + Khu Ganjan Wala + Hayat Abad	4"	MS Pipe	202	
	Gulhar	Basti Arri Wala	4"	MS Pipe	25	29.732219, 71.891985
		Basti Gulhar	4"	MS Pipe	74	
		Basti Hussain Wala	4"	MS Pipe	32	
	Chowki Rangu Khan	Basti Thul Wala	4"	MS Pipe	86	29.720366, 71.895667
		Baney Wala + Dilawar Wala	4"	MS Pipe	47	
		5-marla Scheme	4"	MS Pipe	161	
	Muhammad Pur	Basti Jhanwari	4"	MS Pipe	85	29.695165, 71.88356
	Paywagna	Hasil Wala	4"	MS Pipe	381	
	Jhok Ahir	Basti Jhok Ahir	4"	MS Pipe	82	29.641543, 71.948734
	Noor Shah	Basti Noor Shah, Basti Veghy mall	4"	MS Pipe	250	
	Alipur Kanju	Basti Rizvia Abad	4"	MS Pipe	252	29.71767269, 71.84872659

		Basti Zubairabad+Sohail Abad	4"	MS Pipe	169	
		Basti Khu Bakthu Wal	4"	MS Pipe	173	
		Basti Riaz Abad	4"	MS Pipe	161	
		Basti Qazi Wala+Rang Bhara	4"	MS Pipe	284	
Burhan Pur		Islampur ,Rodhay Wala,	6"	MS Pipe	256	29.672876, 71.958102
		Ameerpur ,Chandipura +Railway Station+Marla Scheme	6"	MS Pipe	469	
Dakna Gharu		Manzoor Abad, Mullay wala, Basti Bejajahn	6"	MS Pipe	185	29.648067, 71.948392
		Nathey wala,chak wala,Hafizabad	6"	MS Pipe	367	
		Basti Dakna ,Allah warya, Jhal Wala & Basti Hasu Shah	6"	MS Pipe	313	
		Basti Khudai	6"	MS Pipe		
Shujabad	Jalapur Khaki	Jalalpur Khaki	6"	MS Pipe	490	29.7531083, 71.2261799
		Basti Girado	6"	MS Pipe	55	
	Khara	Add pull khara	6"	MS Pipe	140	29.7514500312 71.2686210007366
		Kanda Rahim Bakhsh	8 Inch	MS Pipe	133	
	Mithu Sharqi	Shehzad Chawk	8 Inch	MS Pipe	75	
		Haslan Wala	8 Inch	MS Pipe	50	
		Basti Aarib Wala	8 Inch	MS Pipe	152	
		Lohari Gate	8 Inch	MS Pipe	170	
	Muqeempur	Muqeempur	1	MS Pipe		
	Mithu Gharbi	Vehra	1	MS Pipe		29.82918534, 71.3044727288547
		Basti Kacha Pakka	1	MS Pipe		

	Gardezpur	Nawan Shehar	1	MS Pipe		29.787041708, 71.24259154878
		Basti Bangala	1	MS Pipe		
		Bangala Morr	1	MS Pipe		
	Jhakkar	Jhakar	1	MS Pipe		29.792183, 71.443014
	Marinoon	Basti Ghouspur	1	MS Pipe		
		Ramzan Wala	1	MS Pipe		
		Liaqat Chowk	1	MS Pipe		
	Obawrha Shumali	Obawra Shumali	1	MS Pipe		29.695983, 71.319932
	Thath Ghulwan Shumali	Thath Galwan	1	MS Pipe		29.717346 71.348576
	Kalichpur	Kalitchpur	1	MS Pipe		
Ali Pur	Azmatpur	Batsi Chanjan	8"	MS Pipe	208	29.335952, 70.97912
		Gamon Gopang			160	29.35664, 70.966542
		Bahary Wali			183	29.36264, 70.97793
		Makwal Pirhar			63	29.324591, 70.959094
		Basti Dolli			51	
		Basti Gulshan Fareed			58	29.326061, 70.962581
		Basti Dubba			53	29.318294, 70.976864
		Basti Haqani			55	29.339289, 70.960918
		Basti Poni			52	29.349977, 70.981192
		Makwal Bada			51	29.327912 70.96052
	Mullan Wali	Basti Shikrani ABR	6"	MS Pipe	307	29.31695 70.945778
		Basti Shikrani OHR	6"	MS Pipe	232	
		Basti Pipal Wala ABR			54	
		Basti Pipal Wala OHR	6"	MS Pipe	212	29.36272 70.83897

		Basti Budhan			187	
		Gopiwala, Darbar mohib faqeer.			154	
		Basti Mail Manjheet, Basti Aaduwala			203	
		Baqir Shah Shumali			53	
		Basti Nihaalwala			51	
		Ferman Colony 1 & 2				
		Basti Wadhy wala	8"	MS Pipe		
		Bargah			54	
		Basti Dangay Wala	NA	MS Pipe		
		Basti Ray pur			220	
		Lashari, Basti Dahaa			52	
		Basti Nabipur, Jinnah colony,			55	
		Basti Malik Saleem	8"	MS Pipe		
		Hajbani			56	
		Jogi wala			60	
		Basti Gango	8"	MS Pipe	218	29.367241 70.741778
		Basti Mosy wala			248	
		Basti Babbr, Pawanpur.				29.350444 70.739541
		Khizarabad, Sameja , Langah				
		Nawan Dera TW			274	
		Farooq Abad GST			447	
		Basti Kohar Faqeeran			54	
		Basti Khambra			121	
		Basti Shujra			123	
		Basti Noonari			60	
		Basti Jam Dina	4"	MS Pipe	752	
			4"	MS Pipe	661	
Kallar Kahar	Sarkalan	Sarkalan	4"	MS Pipe	1234	
	Ghuffanwala	Guffanwala	4"	MS Pipe	756	

	Khairpur	Khairpur	4"	MS Pipe	1097	
	Khai	Khai	4"	MS Pipe	664	
	Wasnal	wasnal	4"	MS Pipe	815	
	Jhamra	Jhamra	4"	MS Pipe	1009	
Kot Momin	Ghulla pur	Ghulla pur	6"	MS Pipe	1500	32.097836639 73.0489598
	Burj Muhammad Khan	burj Muhammad Khan	3	MS Pipe	40	
	Kirari Wala	Kirari Wala	3	MS Pipe	77	
	Kot Ummerana	Kot Ummerana	4"	MS Pipe	416	32.187194 73.169746
	Kotla Panah	Kotla Panah	3	MS Pipe	350	32.1459222 73.1433228987498
	Mohri Wal+ Abbal	Mohri Wal+ Abbal	3	MS Pipe	416	
	Naseerpur Kalan	Naseerpur Kalan	3	MS Pipe	1666	32.102949 73.223669
	Said Nau	Said Nau	3	MS Pipe	500	
	Sayed Nau	Said Nau			500	
Noorpur Thal	Tetri	Tetri	110mm	HDPE	234	31.9574983 N 72.2222144 E
	Chak 17/M.B.	Chak 17/M.B.	110mm	HDPE	261	32.1312669 N 71.8193261 E
	Nawa Saggu-Main	Nawa Saggu-Main	6"	MS pipe	435	31.7271097 N 71.8397190 E
	Katimar	Katimar	6"	MS pipe	396	
	Maikan	Maikan	6"	HDPE	328	31.7927026 N 71.7330458 E
	Chak 51 DB	Chak 51 DB	6"	HDPE	289	32.1312669 N71.8193261 E
	Chak 50 DB	Chak 50 DB	6"	HDPE	218	N31°57.9442' E71°43.6936
	Chak 52 DB	Chak 52 DB	6"	HDPE	175	
Pakpattan		Arifabad & Gondalanwali Abadi	4"	MS pipe	201	
		Village Dakhu Chisti	4"	MS pipe	172	
	Arifabad	Kot Dewan	4"	MS pipe	319	30.317028 73.317956

Daku Chishti	Sochan	4"	MS pipe	90	30.31531 73.345245
	Amar singh	4"	MS pipe	167	30.298071 73.345939
Sochan	22/Sp	4"	MS pipe	470	30.287049 73.284424
	Chak 47 SP	4"	MS pipe	1068	
Chak 22 sp	Chak 57SP	4"	MS pipe	353	30.429769 73.462354
Chak 47/SP & Boyle Gunj	Chak 66/D	4"	MS pipe	246	30.466823 73.570205
Chak 57/SP	Acharki	4"	MS pipe	97	30.451109 73.302289
Chak 66/D	Chak Sardol Singh	4"	MS pipe	211	30.486886 73.391885
	32 SP	4"	MS pipe	815	
Chak Sardul Singh	Nathu wala	4"	MS pipe	147	
32 SP	5 Marla	4"	MS pipe		30.370506 73.29603
	Chak 86 D	4"	MS pipe	251	30.523732, 73.18597
	Village Killi	4"	MS pipe	105	
Chak 86/D	Lakhna wali	4"	MS pipe	107	
Village Killi	Village Karampur Bhattian	4"	MS pipe	440	30.277381 73.369495
	Chak 34sp	4"	MS pipe	520	30.373051 73.273038
Karampur Bhattian	Akbarabad	4"	MS pipe	181	30.335438, 73.453675
Chak 34/SP	Scattered Settlement	4"	MS pipe		30.373051 73.273038
	Village Dedar Singh	4"	MS pipe	291	30.358252 73.594611
	Jiwana Mehtem	4"	MS pipe	95	30.353637 73.579895
Dedar Singh	Village Kalewal	4"	MS pipe	48	30.358252, 73.594611
Jiwana Mehtem	Chak Fareedpur Dogran	4"	MS pipe	399	30.353637 73.579895
Village Kalewal	Sardar pura	4"	MS pipe	120	30.451928 73.451928

	Chak Fareedpur Dogran	Ameer Sohara	4"	MS pipe	201	30.398219, 73.371056
		15/Sp	4"	MS pipe	1095	30.367823 73.465526
	Ameer Sohara	23/sp village	4"	MS pipe	525	30.301108 73.477191
	Chak 93D	Chak 93D	4"	MS pipe	210	30.491051 73.248228
	Chak 23SP	15/sp main village	4"	MS pipe	616	30.453674 73.472863
		Chak 16 sp	4"	MS pipe	380	30.365032 73.417485
	Chak 15sp	Chak 2-KB	4"	MS pipe	401	30.367823 73.465526
BAHAWALNAGAR	Chak Zaman	Basti Umar Fareed Chishti	6"	MS Pipe	30	29°58'05"N 73°08'27"E
		Basti Arif Siyalwi			29	
		Mali Pura			38	
		Sikandarabad			64	
	Chak Sarkari	Chak Sarkari			584	
		Kharlan Wali			9	
		Waddi Bhaini			189	
	Qamar Din Hans	Chak Hotiana	6"	MS Pipe	378	30°01'02"N 73°14'52"E
		Kalar pura			267	
		Chah Soojey Wala			15	
		Bairi Wala Khoo			39	
		Basti Haji Suleman			43	
		Basti Saim Wali			34	
	Qamar Din Bodla	Basti Shah Muhammad			76	
		Basti Saim Wali			48	
		Basti Marly			121	
		Basti Qamarudin Bodla			60	
		Basti Korda Khoo			23	
		Basti Falak Sher			26	
	Anokh Singh	Basti Mohlan Wala Gala	6"	MS Pipe	28	30°03'01"N 73°20'11"E
		Basti Saithan Wali			44	
		Basti Sialan			79	
	Attar Singh Sani	Basti Noor Pur (Kamboh Wala)	4"	MS Pipe	117	29°58'50"N 73°25'49"E
		Basti Ruhana			78	
	Kotha Basti			30		

Chak Ghulam Muhammad	Basti Tahli Wali	6"	MS Pipe	162	29°59'09"N 73°10'58"E
	Kokri Kharlan Wali			38	
	Basti Wisal Dera			79	
	Basti Markhaai			54	
	Basti Tibba Karma wala			84	
Manohar Garh	Orki Abdullah Shah			94	
	Adda Mumtazabad			33	
	Basti Mumtazabad			34	
Momina Abad	Basti Zakheera	6"	MS Pipe	99	
	Basti Zakheera Mor			52	
	Basti MominAbad Zaildar			29	
	Basti MominAbad (Mai Wali)			9	
Phogan Wala	Basti Phoganwala			166	29°56'26"N 73°05'59"E
	Izaafi Basti			44	
Rati Rampura	Basti Gulab Wali	6"	MS Pipe	1513	29°39'27"N 73°17'10"E
	Watoan Wali			22	29°39'41"N 73°17'17"E
	Basti Kukariyan Wali			110	
Kamaal Muhammad	Chak Moga	6"	MS Pipe	258	29°49'32"N 73°10'11"E
	Gumti Scheme			83	
	Kotha Ahmad Shah			104	
Khetran Wala	Basti Watoan Wali	6"	MS Pipe	108	29°41'31"N 73°09'52"E
	Basti Ranoka			93	
	Basti Khetranwala			32	
	Basti Sukheranwali	6"	MS Pipe	53	
Kahan Pura	Chak Kahan-pura			115	29°53'47"N 73°18'47"E
	Bhaini Khandan Wali			37	
	Basti Sukheran Wali			81	
Nanak Chand	Qasimki	6"	MS Pipe	132	

	Sindhowali			182	
	Bhojywali			112	
	Basti Mochiyan Wali			56	
	Basti Lachu Wali			55	
Murad Kharal	Basti Wali Kot	6"	MS Pipe	317	
	Basti Murad Kharal			61	
Jund Wala Kalan	Chak Jund Wala	6"	MS Pipe	445	
	Tiba Basti			205	
	Ismailabad			65	
	Farooq Abad			50	
	Basti Raaj wali			50	
Ganga Singh	Chak Ganga Singh	6"	MS Pipe	447	29°55'56"N 73°04'56"E
	Basti Khalran Wali			80	
	Basti Sodhian / Watoan			115	
Roda Singh	Basti Tibey Wali	6"	MS Pipe	248	
	Chak Roda Singh			414	
Labh Singh	Basti Gareeb Abad			111	
	Basti Labh Singh			159	
	Basti Balass pur			85	
Sanatteka	Basti Shahu ka	6"	MS Pipe	80	29°59'07"N 73°10'45"E
	Basti Naik Muhammad			58	
	Basti Yaseen Ka			221	
	Chak Sanatteka	8"	MS Pipe	401	
Khaai Bodla	Basti Sarwan ka			71	
	Basti Khai Bodla			60	
	Basti Fotallan ka			28	
	Basti Peer Shah			55	

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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.
- (n) **“Contractor”** 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor.

6. Joint Venture, Consortium or Association

6.1 If the Contractor 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 Contractor and its Subcontractors shall have the nationality of an eligible country. A Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor any monies due the Contractor.
- 11. Inspections and Audit by the Bank**
- 11.1 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, Contractors, 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 Contractor'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 Contractor are specified in the **SCC**.
- 14. Contractor's Responsibilities**
- 14.1 The Contractor 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 Contractor, 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 Contractor, 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 Contractor, 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 Contractor 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 The Contractor shall comply with additional obligations as **specified in the SCC.**
- 15. Contract Price** 15.1 Prices charged by the Contractor for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Contractor 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 Contractor'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 Contractor, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Contractor 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 Contractor any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Contractor 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 Contractor 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 Contractor 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 Contractor in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Contractor 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 Contractor 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 Contractor'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 Contractor not later than twenty-eight (28) days following the date of Completion of the Contractor'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 Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Purchaser directly or through the Contractor by any third party, including Contractors of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Contractor 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 Contractor 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 Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the contract. Similarly, the Contractor 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 Contractor 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 Contractor shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Contractor'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 Contractor 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 Contractor for similar services.

26. Inspections and Tests

- 26.1 The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Contractor fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Contractor 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 Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor 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 Contractor 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 Contractor to inspect such defects.

28.5 Upon receipt of such notice, the Contractor 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 Contractor 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 Contractor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Contractor under the Contract.

29. Patent Indemnity

29.1 The Contractor 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 Contractor 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 Contractor, 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 Contractor a notice thereof, and the Contractor 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 Contractor 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 Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Contractor 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 Contractor 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 Contractor 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 Contractor to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Contractor 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 Contractor 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 Contractor 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 Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to

negligence or lack of care on the part of the Contractor. 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 Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor 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 Contractor 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 Contractor.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor'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 Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Contractor 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 Contractor for similar services.

33.4 **Value Engineering:** The Contractor 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 Contractor 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 Contractor 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 Contractor or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Contractor shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor'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 Contractor in the performance of its Delivery and Completion obligations shall render the Contractor 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 Contractor, may terminate the Contract in whole or in part:
 - (i) if the Contractor 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 Contractor fails to perform any other obligation under the Contract; or
 - (iii) if the Contractor, 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 Contractor shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Contractor 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 Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, 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 Contractor, 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 Contractor 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 Contractor'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 Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

36. Assignment

36.1 Neither the Purchaser nor the Contractor 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 Contractor from meeting its obligations under the Contract, shall release the Contractor from the obligation to provide deliveries or services, always provided, however, that the Contractor 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

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and Contractors; any sub-contractors, sub-consultants, service providers or Contractors; 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, Contractors and/ or their employees, has,

- directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or Contractor, 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 Contractors, and their sub-contractors, sub-consultants, service providers, Contractors, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section IX - Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's Country is: Islamic Republic of Pakistan
GCC 1.1(j)	The Purchaser is: Punjab Rural Municipal Services Company
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is: PUNJAB RURAL MUNICIPAL SERVICES COMPANY PRMSC, 5 th Floor, KD Plaza, MM Alam Road Lahore, near Layers Bakers, Lahore, Pakistan. (Off):+92 42 99333613 Email: proc.prmisc@punjab.gov.pk
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms for Delivered Duty Paid (DDP) Basis.
GCC 4.2 (b)	The version edition of Incoterms shall be: Incoterms 2020
GCC 5.1	The language shall be: English
GCC 8.1	For notices , the Purchaser's address shall be: CHIEF EXECUTIVE OFFICER PUNJAB RURAL MUNICIPAL SERVICES COMPANY PRMSC, 5 th Floor, KD Plaza, MM Alam Road Lahore, near Layers Bakers, Lahore, Pakistan. (Off):+92 42 99333613 Email: proc.prmisc@punjab.gov.pk
GCC 9.1	The governing law shall be the laws of: Islamic Republic of Pakistan
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: Contracts with Contractor national of the Purchaser's Country: In the case of a dispute between the Purchaser and a Contractor who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan .
GCC 13.1	Upon delivery of the Goods to the transporter, the Contractor shall notify the Purchaser and mail the following documents to the Procuring Agency:

	<p>a) One original plus four copies of the Contractor’s invoice showing Goods’ description, quantity, unit price, and total amount,</p> <p>b) delivery note, railway receipt, or truck receipt,</p> <p>c) Detailed description of material/equipment, item/accessories, no. of boxes, weight, dimension and volume of each box must be shown in the packing list alongwith following details with shipping marks on each Box, crate and on container(s).</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p align="center">Punjab Rural Municipal Services Company PRMSC, 5th Floor, KD Plaza, MM Alam Road Lahore, near Layers Bakers, Lahore, Pakistan.</p> </div> <p>d) One Original of the Manufacturer’s or Contractor’s Warranty Certificate covering all items supplied, and</p> <p>e) Certificate of country of origin (if required) issued by Pakistan Chamber of Commerce and Industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Contractor will be responsible for any consequent expenses.</p>						
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed “shall not” be adjustable.</p>						
<p>GCC 16.1</p>	<p><i>GCC 16.1—The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%; text-align: center;">Payment Milestone</th> <th style="width: 10%; text-align: center;">Percentage</th> <th style="text-align: center;">Description & Prerequisites for Payment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1. Advance Payment</td> <td style="text-align: center;">15%</td> <td> <p>Mobilization Advance (Optional): Payable upon submission of an unconditional Bank Guarantee for an equivalent amount and a detailed Work Plan along with Method Statements for respective works for the 16 Tehsils.</p> </td> </tr> </tbody> </table>	Payment Milestone	Percentage	Description & Prerequisites for Payment	1. Advance Payment	15%	<p>Mobilization Advance (Optional): Payable upon submission of an unconditional Bank Guarantee for an equivalent amount and a detailed Work Plan along with Method Statements for respective works for the 16 Tehsils.</p>
Payment Milestone	Percentage	Description & Prerequisites for Payment					
1. Advance Payment	15%	<p>Mobilization Advance (Optional): Payable upon submission of an unconditional Bank Guarantee for an equivalent amount and a detailed Work Plan along with Method Statements for respective works for the 16 Tehsils.</p>					

	2. Delivery and Verification	55%	<p>Payable upon delivery of Materials to designated Tehsil Facilities and Installation Locations:</p> <p>To be released Tehsil-wise upon verification of:</p> <ol style="list-style-type: none"> 1. Meter Supply: Physical receipt of Household or Bulk meters with unique Factory Calibration Certificates. 2. Fittings Supply: Receipt of proportionate "Installation Kits" (Saddle clamps, ferrules, HDPE/GI pipes) required for the "complete service connection". 3. Joint Inspection Report: Signed by the respective Tehsil Team (Tehsil Managers, Deputy Managers (I&S)) verifying quantities and specifications. <p>*In case of no advance payment then the 70% payment will be made against the Delivery and Verification.</p>	
	3. Installation, testing & Commissioning of Meters	30%	<p>Payable upon Mechanical Completion & Civil Works: To be released upon verification of:</p> <ol style="list-style-type: none"> 1. Bulk Meters: Completion of cutting, flange welding, and fixing on the live system. 2. Household Meters: Completion of the service connection from distribution line to plinth level (including saddle/ferrule installation). 3. Restoration: Certification that all "disturbed surfaces" have been restored to original condition. 	
GCC 16.5	Not Applicable			
GCC 18.1	<p>The Contractor shall provide a Performance Security in the form of an unconditional and irrevocable Bank Guarantee issued by a Schedule Bank in Pakistan in the amount of five percent (5%) of the Accepted Contract Amount and in the same currency of the Accepted Contract Amount. The Performance Guarantee shall be submitted within twenty-eight (28) days after the Notification of Award of Contract, which will be valid till the expiry of warranty period (Maximum warranty period). The Performance Guarantee shall be in the name of “Punjab Rural Municipal Services Company”</p>			

GCC 18.3	<p>The form of acceptable Performance Security shall be a Form included in Section 9, Contract Forms, issued by a Scheduled Bank.</p> <p>The Performance Security shall be denominated in Pak. Rupees.</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place: Pursuant to GCC Sub-Clause 18.4, after successful delivery and acceptance.</p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>a) The Goods shall be packed properly in accordance with standard export packing, having following details with shipping marks on each Box, crate and on container(s).</p> <div data-bbox="651 716 1304 863" style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p style="text-align: center;">Punjab Rural Municipal Services Company PRMSC, 5th Floor, KD Plaza, MM Alam Road Lahore, near Layers Bakers, Lahore, Pakistan</p> </div> <p>b) The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc.</p> <p>c) Crates or boxes should have a list of items contained therein, secured to the exterior. A duplicate list should also be included inside with the contents.</p> <p>d) All goods should bear an identification mark of serial number or other marking by which that particular article can be identified in the event of packages being landed damaged.</p> <p>e) Waterproof case liners should be used protecting goods' damage from moisture.</p> <p>f) Special attention must be given to fragile items by pre-packing in foam, plastic cushioning or some equally efficient cushioning material. Shredded newsprint, popcorn, straw, or new or used rubber tyres should not be used.</p> <p>g) All marks, tags and labels shall be in the English language.</p>

GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.</p> <p>However, the Purchaser shall not require any documentary evidence in this regard, provided the goods are delivered and accepted by the Purchaser.</p>
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 25.2	Incidental services to be provided are: N/A

GCC 26.1	<p>Inspection of supplies, & allied services (if any), at final acceptance shall be in accordance with the conditions of contract & the specifications. After delivery at designated sites, the goods, & allied services (if any), shall be inspected/examined by the designated Inspection Committee of the Purchaser to physically check the goods/services in accordance with the given specifications as per the Contract and/or approved samples. The Committee shall submit its Goods Receipt & Inspection Report to the Procurement & Contract Unit.</p> <p>In case of any deficiency, pointed out by the Inspection Committee and/or the Purchaser, in the delivered goods and allied services (if any), the Contractor shall be bound to rectify it free of cost as per contract. During the physical inspection, the Inspection Committee and/or Purchaser, may require following documents / tests prior to issuance of Goods Receipt & Inspection Report:</p> <ul style="list-style-type: none"> i) A certificate of goods, being Brand New, with all the relevant details, from Contractor, ii) A certificate that supplied goods are not having any physical defect/damages, iii) Certificate of Country of Origin, if any, quoted by the Contractor (from manufacturer) <p>In addition, if Inspection Committee and/or Purchaser considered it appropriate, the Committee or any of its/ Purchaser's representative(s), may execute the physical examination of goods to be supplied, prior to shipment, at Contractor's premises, without any expense towards the Purchaser, confirming conformance of goods' specifications and performance, with required parameters.</p> <p>Moreover, if any installation, integration, testing, deployment, commissioning and/or training of goods, is required as per specifications, the end-user department's certificate to this affect, shall be mandatory confirming successful operation/deployment of the goods, at site after. The Contractor shall acquire that certification and submit it to the Procurement & Contract Unit, with their invoice.</p>
GCC 26.2	<p>The Inspections and tests shall be conducted at:</p> <p style="text-align: center;">PUNJAB RURAL MUNICIPAL SERVICES COMPANY PRMSC, 5th Floor, KD Plaza, MM Alam Road Lahore, near Layers Bakers, Lahore, Pakistan</p>
GCC 27.1	<p>The liquidated damage shall be: 0.1% per day of respective tehsil's total price against undelivered services in that tehsil after the total contract duration i.e. 150 days.</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: 10%</p>

<p>GCC 28.3</p>	<p>The period of validity of the Warranty shall be: manufacturer's standard warranty.</p> <p>The warranty period shall start from the completion of delivery and accepted by the purchaser in all respect.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be the respective Tehsil Regions where the supplies shall be made.</p> <p>Moreover, in partial modification of the provisions, the warranty period shall be manufacturer's standard warranty, from date of acceptance of the completion of turnkey solution completing all requirements including net metering.</p> <p>The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either:</p> <ul style="list-style-type: none"> (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, <p style="text-align: center;">or</p> <ul style="list-style-type: none"> (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.2% per day.
<p>GCC 28.5, GCC 28.6</p>	<p>The period for repair or replacement shall be: five (05) working days.</p>

<p>Clause 38</p>	<p>The following contract clause “Forced Labour” will replace any other forced labour contract clause in its entirety with the following;</p> <p>The Contractor, including its Subcontractors/ Contractors/ manufactures, shall not employ or engage forced labour. Forced labour 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 labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. 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.</p> <p>In this regard, the Contractor shall:</p> <p>(a) include in contracts with Subcontractors/ Contractors/ manufacturers of [Water meters] [Water Meter Components], obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by the Subcontractor/ Contractor/ manufacturer;</p> <p>(b) include in contracts with Subcontractors/ Contractors/ manufacturers of [Water meters] [Water meters components], that the Subcontractors/ Contractors/manufacturers include an obligation to prevent Forced Labor in all contracts that they execute with their Contractors/ manufacturers of [water meter][water meter components];</p> <p>(c) monitor Subcontractors/ Contractors/ manufacturers of [Water meters][Water meters components] on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;</p> <p>(d) require Subcontractors to monitor their Contractors/manufacturers of [Water meters][Water meters components] on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;</p> <p>(e) require its Subcontractors/ Contractors/ manufacturers to immediately notify the Contractor of any incidents of Forced Labor;</p> <p>(f) immediately notify the Employer any incident of Forced labor on the site, or premises of Subcontractors/ Contractors/ manufacturers of [Water meters] [Water meters components]; and</p> <p>(g) include in periodic progress reports submitted in accordance with the contract sufficient details on its, including its Subcontractors/ Contractors/ manufacturers, compliance with Forced Labor obligations.</p>
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Section X - Contract Forms

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Notification of Intention to Award

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]*

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

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

1. The successful Bidder

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

2. Other Bidders:

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

[insert name]	[insert Bid price]	[insert evaluated price]
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3. Reason(s) why your Bid was unsuccessful

4. How to request a debriefing

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

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

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

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

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

5. How to make a complaint

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

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

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

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

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

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

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

Further information:

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

[date]

To: [name and address of the Contractor]

Subject: **Notification of Award Contract No.**

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

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

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

Attachment: Contract Agreement

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

Signature and seal of the Company:
FOR AND BEHALF OF

Signature and seal of the Supplier:
FOR AND BEHALF OF

Name of Authorized Representative

Name of Authorized Representative

Performance Security

(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 Contractor, 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]*,⁷¹ 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...⁸², and any demand for payment under it must be received by us at this 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, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

⁷¹ 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.

⁸² 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 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."

Performance Security

(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 Contractor, 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]*,⁹¹ 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...¹⁰², and any demand for payment under it must be received by us at this 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, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

⁹¹ *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.*

¹⁰² *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 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."*

Forced Labor Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture, each Subcontractor/ Contractor/ manufacturer providing Water Meters and/or Water Meters components proposed by the Bidder]

Bidder's Name: *[insert full name]*

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

Joint Venture Member's or Subcontractor's/Contractor's/manufacturer's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

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

Forced Labor Performance Declaration in accordance with Section III, Evaluation and Qualification Criteria			
We:			
<input type="checkbox"/> (a) have not been suspended or terminated, and/or other contractual remedies applied including calling of performance security by an employer, for reasons of breach of forced labor obligations in the past five years. <i>[if (a) is declared, state N/A for (b) below]</i>			
<input type="checkbox"/> (b) have been suspended or terminated, and/or other contractual remedies applied including calling of performance security by an employer, for reasons of breach of forced labor obligations in the past five years. Details are provided below:			
Year	Contract identification	Name of Employer	Reasons for suspension or, termination, and/or other contractual remedies applied including calling performance security
-	-	-	-
<input type="checkbox"/> (c) <i>[If (b) above is applicable, attach evidence demonstrating that adequate capacity and commitment to comply with Forced Labor obligations.]</i>			

We declare that all the information and statements made in this Form are true, and we accept that any misrepresentation contained in this Form may lead to our disqualification by the Employer and/or sanctions by the Bank.

Name of the Bidder/ JV member/ Subcontractor/ Contractor/ manufacturer

Name of the person duly authorized to sign on behalf of the Bidder/ JV member/ Subcontractor/ Contractor/manufacturer

Title of the person signing on behalf of the Bidder/ JV member/ Subcontractor/ Contractor/ manufacturer

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Bidder (for forms submitted by a JV member, Subcontractor/ Contractor/ manufacturer):

Signature: _____

Date signed _____ day of _____, _____

Annex II uses terms such as "RFB" and "bidder". The terms should be adjusted depending on the applicable procurement process terms such as "RFP" "proposer" and "applicant".

Forced Labor Declaration

Date: _____

RFB No.: _____

Alternative No.: _____

Contract Title: _____

To:

We, the undersigned, declare that, if awarded the Contract, we, including our Subcontractors and Contractors/ manufacturers, are required to comply with the contractual Forced Labor obligations. In this regard, we:

- (a) accept that there will be no Forced Labor among the staff, employees, workers and any other persons employed or engaged by us;
- (b) accept that staff, employees, workers and any other persons employed or engaged, will be hired under employment conditions that meet the contractual obligations set out in the Contract;
- (c) will include in our contracts with Subcontractors/ Contractors/ manufacturers of *[water meters] [water meter components]* obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by the Subcontractor/ Contractor/ manufacturer;
- (d) will include in our contracts with Subcontractors/ Contractors/ manufacturers of *[water meters] [water meter components]*, that the Subcontractors/ Contractors/ manufacturers include an obligation to prevent Forced Labor in all contracts that they execute with their Contractors/ manufacturers of *[water meter][water meter components]*;
- (e) will monitor our Subcontractors/ Contractors/ manufacturers of *[water meters][water meter components]* on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;
- (f) will require our Subcontractors to monitor their Contractors/ manufacturers of *[water meters][water meter components]* on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;
- (g) will require our Subcontractors/ Contractors/ manufacturers to immediately notify us of any incidents of Forced Labor;
- (h) will immediately notify the Employer any incident of Forced labor on the site, or premises of Subcontractors/ Contractors/ manufacturers of *[water meters] [water meter components]*;
- (i) will include in periodic progress reports submitted in accordance with the contract sufficient details on our, including our Subcontractors/ Contractors/ manufacturers , compliance with Forced Labor obligations; and we
- (j) confirm that the Subcontractors/ Contractors/ manufacturers for *[water meters][water meter components]* for this contract are (or likely to be):

[Provide each firm's name, address, primary contact, e-mail address, and the link to the firm's website]

OR

confirm that you have not yet finalized the Subcontractors/ Contractors/ manufacturers of water meters/components, but when known the firm/s name(s), address(es), primary contact(s), e-mail address(es) and web site link(s) will be provided to the Employer, prior to signing the contract, with documentation demonstrating compliance with forced labor obligations to the Employer for approval].

THEN

If (c) above is applicable, attach evidence of how these contract obligations are/will be made.

If (d) above is applicable, attach evidence of how these contract obligations are/will be made.

If (e) above is applicable, please attach evidence of how this monitoring/due diligence is/will be undertaken (such as your inspection protocols, use of inspection agents, frequency of inspections, examples of previous factory/labor inspection reports etc.).

If (f) above is applicable, please attach evidence of how this monitoring/due diligence is/will be undertaken by Subcontractors (such as their inspection protocols, use of inspection agents, frequency of inspections, examples of previous factory/labor inspection reports etc.).

We declare all the information and statements made in this Form are true, and we accept that any misrepresentation contained in this Form may lead to our disqualification by the Employer and/or sanctions by the Bank.

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 Forced Labor Declaration must be in the name of all members to the Joint Venture that submits the Bid.]