**Equipping secondary schools in the Syrdarya region with computers**

**RFB No: MOPE-03-01/07-G1**

**Project**

"Equipment with installation

150 secondary schools in the Syrdarya region with modern computer educational equipment”

**Buyer:**

Ministry of preschool and school education of the Republic of Uzbekistan

**A country:**The Republic of Uzbekistan

**Published: August 2023**

Standard Procurement Document

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PART 1 - Bidding Procedures

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| **Section I. Instructions to Bidders** | |
|  | **A. General provisions** |
| 1. Content of the Bid | 1.1 In accordance with the Invitation to Bid specified in the Bidding Information Card (ITC), the Buyer, as specified in the ICT, issues this Tender Document for the supply of Goods and, if required, Related Services, as described in Section VII (List of Requirements) . The name, identification number, and number of lots (contracts) of this procurement, carried out using the International Competitive Bidding (ICT) method, are indicated in the ICT. |
|  | 1.2The following terms are used in these Bidding Documents:  (a) the term "in writing" means to communicate in writing (by e-mail, fax, including, if specified in the ICT, distributed or received through the electronic procurement system used by the Buyer) with proof of delivery;  (b) except where the content otherwise requires, words indicating the singular also include the plural and words indicating the plural also include the singular; And  (c) "day" means a calendar day, unless otherwise stated as a "Business Day". A business day is any day that is an EA's official business day. Excluding IA official public holidays. |
| 1. Source of financing | 2.1 The Executing Agency (hereinafter 'EA') identified in the TEC has received or applied for Grant Funding (hereinafter 'Funds') from the Indian Embassy (hereinafter 'IAFO') in the amount specified in the TEC to cover the costs of the project identified in ICT. The EA intends to use a portion of the funds for eligible payments under the contract(s) for which this Bidding Document is issued. |
|  | 2.2 Payment will be made by the APFO only at the request of the EA and with the approval of the APFO, and will be subject to compliance, in all respects, with the terms and conditions of the grant agreement (or other funding). Withdrawals for the purpose of any payment to persons or organizations, or for the importation of goods, are prohibited if such payment or importation is, in the opinion of the IPFO, prohibited by a decision of the United Nations Security Council, adopted in accordance with Chapter VII of the Charter of the United Nations. No party other than the EA shall obtain rights under the grant agreement (or other funding agreement) or have any requirement for funds. |
| 1. **Fraud and Corruption** | * 1. The IPFO requires compliance with the legislative acts of the Republic of Uzbekistan that prevent the practice of fraud and corruption.   2. Bidders must authorize and facilitate their agents (whether declared or not), subcontractors, subconsultants, service providers, or suppliers and any personnel thereof, to permit the FPFO to inspect all invoices, documents and other materials, relating to any prequalification process, bid submission, and contract execution (if awarded), and allow the appointed auditors of the FPFI to conduct the audit. |
| 1. **Eligible Bidders** | 4.1 A bidder may be a private enterprise, a public enterprise in accordance with ITB 4.6 - or any combination of such entities in the form of a joint venture (JV), in accordance with an existing agreement, or with the intention to enter into such an agreement, supported by a letter of intent. In the case of a joint venture, all partners shall be jointly and individually responsible for the performance of the Contract in accordance with the terms of the Contract. The JV appoints a representative who has the authority to perform all business for and on behalf of any and all JV partners during the competitive bidding process, and in the event of a JV contract being awarded, and during the execution of the contract. Unless otherwise specified in the ICT, there are no restrictions on the number of partners in a JV. |
|  | 4.2 The Participant must not have a conflict of interest. All Participants with a conflict of interest shall be disqualified. A Bidder may be deemed to have a conflict of interest in this competitive bidding if the Bidder:   1. directly or indirectly controls, is controlled by, or is under common control with another Participant; or 2. receives or has received any direct or indirect subsidy from another Member; or 3. has the same legal representative as the other Participant; or 4. has a relationship with another Participant, directly or through a common third party, that enables him to influence another Participant's bid, or to influence Buyer's decisions regardingthese competitive bidding; or 5. The Bidder or any of its subdivisions has participated as a consultant in the preparation of the draft or technical specifications of the contract that are the subject of the Bid; or 6. The Participant, or any of its divisions, has been hired (or proposed to be hired) by the Purchaser or the EA as the Contract Implementation Engineer. 7. The Participant will supply goods, works or non-consulting services resulting from or directly related to the consulting services onthe preparation or implementation of the project provided for in ICT 2.1 was supplied or was supplied by any affiliate that directly or indirectly controls, is controlled by or is under common control with this firm, or |
|  | 1. The Participant has a close business or family relationship with employees of the EA (or the executing agency of the project, or the recipient of the part of the loan) who: (i) are directly or indirectly involved in the preparation of tender documents or contract specifications, and/or in the process of evaluating bids for such a contract; or (ii) will be involved in the execution or management of such contract, unless the conflict arising from such relationship has been resolved in a manner acceptable to the FATF throughout the procurement and performance of the contract.   4.3 A firm that is a bidder (individually or as a member of a JV) shall not participate in more than one competitive bidding except for permitted alternative bidding. This includes participation as a subcontractor. Such participation shall result in the disqualification of all bids in which the firm participates. A firm that is not a bidder or joint venturer may participate as a subcontractor in more than one bid.  4.4Only those participants who are listed in the ITB are eligible to participate.  4.5 Participants that are state-owned enterprises or institutions in the country of the Purchaser may participate and may be awarded contracts only if they can demonstrate, in a manner acceptable to the FPFO, that they (i) are legally and financially self-reliant (ii) operate under commercial law, and (iii) that they are not legally a dependent of the Purchaser.  4.6 The Participant must provide documentary evidence of his eligibility, satisfactory to the Buyer, at the reasonable request of the Buyer.  4.7 The firm has the right to participate if it is not at the stage of bankruptcy, reorganization, liquidation and has no negative experience in working with the Ministry of Public Education of the Republic of Uzbekistan. |
| 1. **Eligibility of goods and related services** | * 1. Materials, equipment and services to be supplied pursuant to the Contract and funded by the FPFI may originate in any country, subject to the limitations set forth in Section V Eligible Countries.   2. For the purposes of this ITB, the term "goods" includes goods, raw materials, machinery, equipment and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.   3. The term "origin" means the country where the goods were obtained, grown, produced, manufactured or processed; or, through manufacturing, processing or assembly, other commercially recognized products are obtained that differ substantially in their essential characteristics from their components. |
| **B.****Contents of the Bidding Document** | |
| 1. **Sections of Bidding Documents** | 6.1 The Bidding Document consists of Parts 1, 2, and 3 which include all Sections below and shall be construed in conjunction with any Annexes issued in accordance with ITB Clause 8.  **PART 1 Bidding Procedures**   * Section I - Instructions to Bidders (IBT) * Section II - Bidding Information Card (ICT) * Section III - Evaluation and Qualification Criteria * Section IV - Bid Forms * Section V - Eligible Countries   **PART 2 Supply Requirements**   * Section VII - List of requirements     **PART 3 Contract**   * Section VIII - General Conditions of Contract (GTC) * Section IX - Special Conditions of Contract (SCC) * Section X - Forms of Contract |
|  | 6.2 The Invitation to Bid issued by the Purchaser is not part of the Bidding Document. |
|  | 6.3 Unless obtained directly from the Purchaser, the Purchaser shall not be liable for the completeness of the document, responses to requests for clarification, minutes of the pre-bid meeting (if any), or Supplements to the Bid Document in accordance with ITB 8. In the event of any inconsistency, the documents received directly from the Buyer shall prevail. |
|  | 6.4 The Bidder is expected to review all instructions, forms, conditions, and specifications in the Bid Document and include in its Bid all information or documentation required by the Bid Document. |
| **7. Clarification on the tender document** | 7.1 A Bidder who requests any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the TIC. The Purchaser will respond in writing to any request for clarification, provided that such request is received before the deadline for submission of proposals, within the period specified in the ICT. The Purchaser shall send copies of its response to all Bidders who have purchased the Bidding Document in accordance with ITB Clause 6.3, including a description of the request, but without disclosing its source. If provided for in the ICT, the Buyer shall also promptly publish its response on the web page indicated in the ICT. If the clarification results in a change in the essential elements of the Bidding Document, the Purchaser shall amend the Bidding Document in accordance with the procedures specified in ITB 8 and ITB 22.2. |
| 1. **Amendments to the Tender Document** | 8.1 At any time prior to the deadline for receipt of bids, the Buyer has the right to amend the bidding documentation by issuing amendments. |
|  | 8.2 Any amendment issued shall be an integral part of the Bidding Document and shall be communicated in writing to all who have received the Bidding Document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly post the addendum on the Purchaser's web page in accordance with ITB 7.1. |
|  | 8.3 In order to provide Bidders with a reasonable time in which to take the addition into account in preparing their bids, the Purchaser shall extend the deadline for submission of bids, in accordance with ITB 22.2. |
| **B. Preparation of Bids** | |
| 1. **The cost of participation in the auction** | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Buyer shall in no event be liable or indebted for those costs, regardless of the conduct or outcome of the bidding. |
| 1. **Bid Language** | 10.1 The Bid and all correspondence and documents related to the Bid exchanged between the Bidder and the Buyer must be written in the language specified in the ICT. Supporting documents and printed literature that form 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 ICT, in which case such translation shall prevail for the purposes of interpreting the Bid. |
| 1. **Documents included in the Bid** | 11.1 The bid must consist of two parts, namely the technical part and the financial part. These two parts must be submitted simultaneously in two separate sealed envelopes (two envelope bidding process). One envelope must contain only information related to the Technical part, and the other only information related to the Financial part. These two envelopes must be enclosed in a separate sealed outer envelope marked "ORIGINAL Bid".  11.2 The technical part should consist of the following:   1. **Bid Letter - Technical Part**, in accordance with ITB 12; 2. **Bid Security or Declaration of Bid Security**, in accordance with ITB 19.1; 3. **Alternative proposals - Technical part**, if permitted in accordance with ITB 13, Technical part of another Alternative Proposal; 4. **Authorization:**a written confirmation authorizing the signer of the Bid to represent the Bidder, in accordance with ITB 20.3; 5. **Member Eligibility:**documentary confirmation of the Bidder's eligibility to submit the Bid in accordance with ITB 17; 6. **Qualification**: documentary evidence of the Bidder's qualifications to perform the Contract in accordance with ITB 17, if its Bid is accepted; 7. **Eligibility of goods and related services:**documentary evidence in accordance with ITB 16 establishing the eligibility of the goods and related services to be provided by the participant; 8. **Correspondence:**documentary evidence in accordance with ITB 16 that the Goods and related services comply with the tender documents 9. any other documentation required by the ICT.   11.3 The financial part shall consist of the following:  (a) Bid Letter - Financial Section, in accordance with ITB 12 and ITB 14;  (b) Price Tables: compiled in accordance with ITB 12 and ITB 14;  (c) Alternative Proposals - The Financial Part, if permitted under ITB 13, the Financial Part of another Alternative Proposal;  (d) any other documentation required by the ICT.  11.4 The technical part shall not include any financial information regarding the bid prices. An offer where the Technical Part includes financial information regarding the bid prices is considered non-compliant.  11.5 In addition to the requirements under ITB 11.1, bids submitted by the JV must include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a letter of intent to execute the Joint Venture Agreement if the bid is accepted, signed by all partners and submitted with the bid, including a copy of the proposed Agreement.  11.6 The Bidder in the Bid Letter must provide information on commissions and allowances, if any, paid or payable to agents or any other party related to this Bid. |
| 1. **Bid Submission Letter** | 12.1 The Bidder must prepare a Bid Letter - Technical Part and a Bid Letter - Financial Part using the appropriate forms in Section IV (Bid Forms). Forms must be completed without any changes to the text, and no substitutions will be acceptable other than those provided for under ITB 20.3. All gaps must be filled in with the required information. |
| 1. **Alternative bids** | 13.1 Unless otherwise stated in the TEC, alternative proposals will not be considered. |
| 1. **Bid prices and discounts** | 14.1 The prices and discounts (including any price reduction) indicated by the Bidder in the Bid Letter - Financial and in the Schedules shall comply with the requirements set out below. |
|  | 14.2 All lots (contracts) and items must be listed and priced individually in the Price Table. |
|  | 14.3 The price quoted in the Bid Letter - Financial Part, subject to ITB 12.1, shall be the full price of the Proposal, excluding any discounts offered. |
|  | 14.4 Unconditional discounts, if any, and the methodology for applying them shall be specified in the Bid Letter - Financial Section, in accordance with ITB 12.1.  14.5 The prices quoted by the Bidder shall be fixed at the time of the Bidder's execution of the Contract and shall not be subject to change in any account, unless otherwise specified in the TIC. A bid submitted with a regulated price quotation shall be considered non-compliant and shall be rejected in accordance with ITB 31. However, if, in accordance with the ICT, the prices quoted by the bidder are subject to adjustment during the execution of the Contract, a bid submitted with a fixed price will not be rejected, but the price adjustment will be treated as zero. |
|  | 14.6 If so specified in ITB 1.1, bids are welcome for individual lots (contracts) or for any combination of lots (packages). Unless otherwise stated in the ICT, prices quoted must correspond to 100% of the items listed for each lot and 100% of the quantities listed for each lot. Bidders wishing to offer any price reduction for the award of more than one Contract must specify in their bid the price reduction applicable to each package, or alternatively, to individual Contracts within the package. Discounts must be submitted in accordance with ITB clause 14.4, provided that bids for all lots (contracts) are submitted and opened at the same time. |
|  | 14.7 EXW, CIP and other similar terms and conditions shall be governed by the rules set forth in the current version of the Incoterms published by the International Chamber of Commerce as specified in the ICT.  14.8 Prices must be shown as indicated in each Price Schedule included in Section IV of the Bid Form. The disaggregation of price components is required solely to facilitate comparison of offers by the Buyer. This in no way restricts the Buyer's right to enter into a contract on any of the proposed terms. When quoting prices, the Participant must be free to use transportation through carriers registered in any eligible country, in accordance with Section V "Eligible Countries". Similarly, a Member may obtain insurance services in any eligible country in accordance with Section V Eligible Countries. Prices are listed in the following order:  (a) For goods manufactured in the Buyer's country:  (i) the prices of the Goods are quoted on an EXW basis (“ex works”, “ex works”, “ex stock”, “ex works showroom” or “off the shelf”, as applicable), and include all customs duties, sales taxes and other taxes already paid or payable on components and raw materials used in the manufacture or assembly of the Goods;  (ii) any sales tax in the country of the Buyer and other taxes that will be payable on the Goods if the Contract is awarded to the Participant; and  (iii) the price for inland transportation, insurance and other local services necessary to deliver the Goods to their final destination (Project Site) as specified in the ICT.  (b) For goods manufactured outside the Buyer's country for import:  (i) the price of the Goods indicated by the CIP, indicating the destination, in the Buyer's Country indicated in the ICT;  (ii) the price of domestic transportation, insurance and other local services necessary to deliver the Goods from the named place of destination to the final destination (Project Site) specified in the ICT;  (c) For goods manufactured outside the Buyer's country already imported:  (i) the price of the Goods, including the original import value of the Goods; plus any markup (or discount); plus any other associated local costs, as well as customs duties and other import taxes already paid or payable on goods already imported.  (ii) customs duties and other import taxes already paid (must be supported by documentary evidence) or payable on goods already imported;  (iii) the price of the Goods obtained as the difference between (i) and (ii) above;  (iv) any sales taxes in the country of the Buyer and other taxes that will be payable on the Goods if the Contract is awarded to the Participant; and  (v) the price of domestic transportation, insurance and other local services necessary to transport the Goods from the named place of destination to the final destination (Project Site) specified in the ICT.  (d) for ancillary services other than domestic transportation and other services necessary to deliver the Goods to their final destination, where such Ancillary Services are specified in the Schedule of Requirements:  (i) the price of each item including related services (including any applicable taxes). |
| 1. **Bid and payment currencies** | 15.1 The currency(s) of the Bid and the currency(s) of payments must be the same. The participant must indicate in the currency that is indicated in the ICT. |
|  | 15.2 The Bidder may express the Bid Price in any currency. If the Participant wishes to receive payment in a combination of amounts in different currencies, he may indicate his own price accordingly, but must use no more than three foreign currencies in addition to the currency of the Purchaser's Country. |
| 1. **Documents confirming the acceptability and conformity of goods and related services** | 16.1 In order to determine the conformity of goods and related services in accordance with ITB 5, bidders must complete the country of origin declarations on the quotation forms included in Section IV of the bidding form.  16.2 In order to determine the conformity of the Goods and related services with the bidding document, the Bidder shall provide documentary evidence in its bid that the Goods conform to the technical specifications and standards set out in Section VII, Schedule of Requirements.  16.3 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 the material conformity of the goods and related services to the technical specification and, if applicable, a statement of deviations and exceptions from the provisions of Section VII, List of Requirements.  16.4 The Participant must also provide a list containing complete information, including available sources and current prices for spare parts, special tools, etc., necessary for the proper and uninterrupted functioning of the Goods for the period specified in the ICT, after the start of use of the goods by the Buyer.  16.5 Standards for workmanship, process, material and equipment, and references to trade names or catalog numbers specified by the Purchaser in the List of Requirements are for description only and not limitation. The Bidder may propose other quality standards, trade names and/or part numbers, provided it demonstrates to the satisfaction of the Buyer that the replacements provide substantial equivalence or superior to those specified in Section VII, Schedule of Requirements. |
| 1. **Documents confirming the eligibility and qualifications of the Bidder** | 17.1 In order to establish a Participant's eligibility under ITB 4, Participants must complete the Bid Letter, Technical Part, included in Section IV of the Bid Form. |
|  | * 1. Documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, establishes to the satisfaction of the Buyer:   (a) that, if required by the TEC, a Bidder who does not manufacture or release the Goods it proposes to supply must submit a Manufacturer's Authorization using the form included in Section IV of the Bid Form to demonstrate that it was authorized in a manner by the manufacturer of the Goods to supply these Goods in the Buyer's Country;  (b) that, if required by the ICT, in the event that the Participant does not conduct business in the Buyer's Country, the Participant is or will be (if the Contract is awarded) represented in the country by an Agent who is equipped and capable of performing the Supplier's maintenance, repair obligations and storage of spare parts prescribed in the terms of the contract and / or technical conditions; and  (c) that the Participant meets each of the eligibility criteria set out in Section III, Evaluation and Qualification Criteria. |
| 1. **Bid Validity Period** | 18.1 Bids must remain valid for the period specified in the ICT. The offer period starts from the date set for the offer deadline (as prescribed by the Buyer in accordance with ITB 22.1). A bid valid for a shorter period shall be rejected by the Purchaser as non-compliant. |
|  | 18.2 In exceptional casesprior to the expiration date of bids, the Buyer may ask bidders to extend the validity of bids. Requests and responses are made in writing. If a bid security is requested (in accordance with ITB 19), then it must also be extended for an appropriate period. The Bidder may refuse the request without losing the Bid Security. A Bidder who agrees to extend the term of his offer shall not have the right or obligation to make changes to the offer, except as provided in ITB 18.3. |
|  | 18.3 When the award of a contract is delayed by more than 56 days after the expiration of the original bid period, the value of the Contract shall be determined as follows:   1. in the case of fixed price contracts, the bid price, adjusted by the factor specified in the ICT, is the contract price. 2. in the case of contracts with adjustable prices, no adjustments are made. 3. in any case, the evaluation of bids is based on the bid without any applicable adjustment from those specified above. |
| 1. **Bid Guarantee** | 19.1 The Bidder submits, as part of the Technical Part of its Bid, either a Bid Security Declaration or a Bid Security Guarantee as specified in the TIC, in the case of a Bid Security Guarantee, the amount and currency specified in the ICB. |
|  | 19.2 The Declaration of Proposal Security shall use the form in SectionIV, Bid Form. |
|  | 19.3 If the security of the Bid is provided in accordance with ITB 19.1, then the Bid security shall be in the form of a demand bond, at the discretion of the Bidder, in any of the following forms:   1. An unconditional guarantee issued by the FPFO or a financial institution (such as an insurance, debt or surety company); 2. Irrevocable letter of credit; 3. IPFO or certified check; or 4. Other security specified in the ICT,   from a reputable institution located in any eligible country*.*If the unconditional guarantee is issued by a guarantee insurance financial institution located outside of Buyer's Country, that institution must have a correspondent relationship with a financial institution in Buyer's Country in order to enforce the guarantee. In the case of the FPFI, the guarantee and bid security must be submitted either in the form of the Bid Security Form included in Section IV (Bid Form) or in another substantially appropriate format approved by the Purchaser prior to submission of the bid. The bid security shall be valid for twenty-eight (28) days after the expiration of the original bid period, or after any extension period required under ITB 18.2. |
|  | 19.4 Any bid that is not accompanied by an acceptable bid guarantee or, if required under ITB 19.1, shall be rejected by the Purchaser as non-compliant. |
|  | 19.5 If a bid security is provided in accordance with ITB 19.1, then the bid security of unsuccessful Bidders shall be returned as soon as possible upon signing the Contract and providing a performance bond in accordance with ITB 49. |
|  | 19.6 The successful Bidder's bid security shall be returned promptly once the successful Bidder has signed the Contract and submitted the required performance bond. |
|  | 19.7 The Bid Security is forfeited or the Proposal Security Declaration is used in the following cases:   1. if the Bidder withdraws its Proposal within the term of the Proposal specified by the Bidder in the Letter of Proposal - Technical Part and repeated in the Letter of Proposal - Financial Part - Financial Part, or any extension provided by the Bidder; or 2. if the successful Participant does not provide:    1. signing the Contract in accordance with IUT 48; or    2. provision of a Performance Bond in accordance with ITB 49. |
|  | 19.8 A Bid Security or Joint Venture Proposal Security Declaration is submitted on behalf of the joint venture that submits the Bid. If the joint venture was not legally established at the time of competitive bidding, a Bid Guarantee or Declaration of Proposal Security is provided on behalf of all future partners named in the letter of intent, in accordance with ITB 4.1 and ITB 11.2. |
|  | 19.9 If a bid guarantee is not provided for in the ICT in accordance with ITB 19.1, and   1. if the Bidder withdraws its proposal during the period of validity of the proposal specified by the Bidder in the Bid Letter - Technical Part and repeated in the Bid Letter - Financial Part, or 2. if the successful Participant does not sign the Contract in accordance with ITB 48; or fails to provide a performance guarantee in accordance with ITB 49;   The EA, if provided in the ICT, may declare the Participant ineligible for the award of the contract by the Purchaser for the period specified in the ICT. |
| 1. **Preparation and signing of the Bid** | 20.1 The participant must prepare a bid in accordance with ITB 11 and ITB 21.  20.2 Bidders must mark in their bids as CONFIDENTIAL information that is confidential to their business. This may include confidential information, trade secrets, or commercial or financial information. |
|  | 20.3 The original and all copies of the proposal must be typed or written in indelible ink and must be signed by a person duly authorized to sign on behalf of the Participant. This power of attorney consists of a written confirmation as specified in the ICT and is attached to the bid. The name and position of each person signing the power of attorney is written in block letters or printed below the signature. All pages of the bid where additions or amendments have been made shall be signed or initialed by the person signing the bid.  20.4 If the Participant is a JV, the bid shall be signed by an authorized representative of the JV on behalf of the JV, so that all members are legally bound, as evidenced by a power of attorney signed by their legally authorized representatives. |
|  | 20.5 Any amendments such as additions, erasures, or rewrites shall be valid only if they are signed or initialed by the person signing the bid. |
|  | G.Submission of Bids |
| 1. **Sealing and marking of Bids** | 21.1 The Bidder must submit the Bid in two separate sealed envelopes (Technical and Financial). These two envelopes must be enclosed in a sealed outer envelope bearing the inscription: "ORIGINAL BID".  21.2 In addition, the Bidder must provide copies of the Bid in the quantity indicated in the ICT. Copies of the Technical Part must be placed in a separate sealed envelope with the inscription: "COPIES: TECHNICAL PART". Copies of the Financial Section must be placed in a separate sealed envelope marked "COPIES: FINANCIAL PART". The bidder must place both of these envelopes in a separate, sealed outer envelope labeled "COPIES OF BID". In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative bids are permitted in accordance with ITB 13, alternative bids must be submitted as follows:  21.3 Envelopes marked "ORIGINAL BID" and "COPIES OF BID" (and, if necessary, a third envelope labeled "ALTERNATIVE BID") must be enclosed in a separate sealed outer envelope for presentation to the Purchaser. |
|  | 21.4 Inner and outer envelopes must:  (a) indicate the name and address of the Participant;  (b) be addressed to the Buyer at the address specified in ITB 22.1;  (V) be marked with the name of the competitive bidding as specified in ITB 1.1; And  (G) have a warning notice stating that the envelope must not be opened before the time and date of opening the envelopes with bids |
|  | 21.5 Unless all envelopes are sealed and marked as above, the Buyer shall not be liable in the event that the offer is misplaced or opened prematurely. |
| 1. **Deadline for submission of Bids** | 22.1 The Purchaser shall receive bids at the address indicated above no later than the time and date specified in the ICT. If provided**in ICT**, participants have the choice of submitting bids electronically. Bidders submitting bids electronically follow the procedures for submitting bids electronically as specified in the ICT. |
|  | 22.2 The Purchaser may, at its discretion, extend the deadline for bids by amending it in accordance with ITB 8, in which case all rights and obligations of the Purchaser and bidders associated with the original deadline shall apply to the new deadlines. |
| 1. **Bids submitted after the deadline** | 23.1 The Purchaser shall not consider a Bids that arrive after the Bids Deadline, in accordance with ITB 23. Any Bids received by the Purchaser after the Bids Deadline shall be accepted as late, rejected, and returned unopened to the Bidder. . |
| 1. **Withdrawal, replacement and modification of Bids** | 24.1 A participant may withdraw, replace, or modify his proposal after it has been submitted by written notice, duly signed by an authorized representative, and must include a copy of the power of attorney in accordance with ITB 20.3, (except that notices of withdrawal do not require copies). The corresponding replacement or modification of the offer must be accompanied by a corresponding written notice. All notices must be:   1. prepared and submitted in accordance with ITP 20 and ITP 21 (except that notices of withdrawal do not require copies), and in addition, the appropriate envelopes must be clearly marked "Withdrawal", "SUBSTITUTION", "CHANGED"; And 2. received by the Purchaser before the deadline prescribed for the submission of proposals in accordance with ITB 22. |
|  | 24.2 Withdrawn upon request, proposals in accordance with ITB 24.1 will be returned unopened to Participants. |
|  | 24.3 No bid may be withdrawn, replaced, or modified between the deadline for submission of bids and the expiration of the offer period specified by the Bidder in the Bid Letter and repeated in the Bid Letter - Financial Section or any extension thereof.  **D. Public Opening of the Technical Part of the Bid** |
| 1. **Opening of the Technical Part of Bids** | 25.1 Except as provided in ITB 23 and 24.2, the Purchaser shall publicly open and read out all bids in accordance with the ITB, on the date, time and place specified in the ITB in the presence of authorized representatives of Participants and anyone who wishes to be present. Any special electronic tender opening procedures, if electronic competitive bidding is permitted under ITB 22.1, will be conducted in accordance with the ICT. |
|  | * 1. First of all, the written notice of revocation in envelopes marked "REVIEW" must be opened and read, and the envelope with the corresponding bid must not be opened, but returned to the participant. If the revocation envelope does not contain a copy of the "power of attorney" certifying the signature as a person duly authorized to sign on behalf of the Participant, the relevant bid will be opened. Withdrawal of a bid is not permitted unless the relevant notice of withdrawal contains valid permission to request a withdrawal and is read at the opening of the bid.   2. Then, the proposals from the envelopes marked "REPLACEMENT" are opened and read out, and exchanged with the corresponding replacement proposal, and the proposal that is replaced is not opened, but returned to the Participant. Substitution of an offer is not permitted unless the respective replacement notice contains a valid authorization to request a replacement, which is read out at the opening of offers.   3. Envelopes marked "CHANGE" shall be opened and read out along with the respective proposal. Amendment of an offer is not permitted unless the relevant change notice contains a valid change request authorization, which is read out at the opening of offers. Further, only those envelopes that are opened and read out at the opening of proposals are considered. |
|  | * 1. Further, all other envelopes marked "TECHNICAL PART" are opened one by one. All envelopes marked "FINANCIAL PART" must be kept sealed and kept in safe custody by the Buyer until they are opened at a subsequent public opening after the evaluation of the Technical part of the proposals. When opening envelopes marked "TECHNICAL PART", the Buyer must read out: the name of the Participant and the presence of changes; and Alternative Bid - the presence or absence of a Bid Guarantee, if required, and any other details that the Purchaser may deem appropriate.   2. Only the technical parts of the bids and the alternative bid - The technical parts that are read at the opening of the bid should be considered further in the evaluation. Letter of Proposal - The technical part and a separate sealed envelope marked "FINANCIAL PART" must be initialized by the Buyer's representatives present at the opening of the tender, in the manner specified in the ICT.   3. At bid opening, the Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).   4. After opening the Technical Parts of the Bid, the Purchaser shall prepare a protocol, which shall include, as a minimum:   (a) the name of the Participant and the existence of a revocation, replacement or change;  (b) the presence or absence of a properly sealed envelope bearing the inscription "FINANCIAL PART";  (c) the presence or absence of a Bid Security or Proposal Security Declaration; and  (d) if provided, any Alternative Bid - Technical Part |
|  | 25.9 Representatives of Competitors present must be asked to sign the minutes. Failure to sign any Party to the protocol shall not invalidate the content and validity of the protocol. A copy of the minutes is distributed to all Participants. |
|  | E.Evaluation of Bids - General Provisions |
| 1. **Confidentiality** | 26.1 Information relating to the evaluation of bids and recommendations for contract award shall not be disclosed to Bidders or any other person not officially involved in the bidding process until the Purchaser has sent to all Bidders a Notice of Intention to Award the Contract in accordance with IUT 43.1. |
|  | 26.2 Any attempt by a Bidder to influence the Buyer's evaluation of bids or a decision to award a contract may result in the rejection of such Bidder's bid. |
|  | 26.3 If any Bidder wishes, between the time of the opening of bids and the time of the award of the contract, to contact the Purchaser regarding any matter relating to bidding contrary to ITB Clause 26.2, he must do so in writing. |
| 1. **Explanation of Bids** | 27.1 In order to facilitate the process of studying, evaluating and comparing bids, and qualifying Bidders, the Purchaser may, at its sole discretion, ask any Bidder to clarify the bid. Any clarification provided by the Participant that is not a response to the Buyer's request shall not be considered. Requests for clarification and responses to them shall be sent in writing. However, the price or substance of the offer may not be solicited, offered or permitted to be changed except as necessary to correct arithmetic errors found by the Buyer in evaluating offers in accordance with ITB 35. |
|  | 27.2 If the Bidder has not provided clarification of its offer by the date and time specified in the Buyer's request for clarification, then its offer may be rejected. |
| 1. **Deviations, reservations and omissions** | 28.1 The following definitions apply when evaluating proposals:   1. "Deviation" - deviation from the requirements specified in the Tender Document; 2. "Reservation" - the establishment of limited conditions or refusal to fully accept the requirements specified in the Bidding Document; And    1. "Omission" means the absence of some or all of the information or documentation required in the Bidding Document. |
| 1. **Inconsistencies, errors and omissions** | 29.1 Provided that the bid is substantially compliant, the Purchaser may reject any inconsistencies in the bid. |
|  | 29.2 Provided that the bid is substantially compliant, the Purchaser may require the bidder to provide, within a reasonable period of time, the necessary information or documentation to correct minor inconsistencies or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the cost of the Bid. Failure by the Participant to satisfy the request may result in the rejection of his Bid. |
|  | 29.3 Provided that the bid is substantially compliant, the Purchaser shall eliminate measurable non-material non-conformities related to the bid cost. To do this, the cost of the proposal must be adjusted, for comparison only, to reflect the cost of the missing or non-conforming element or component in the order specified in the ICT.  **G. Evaluation of the Technical Part of the Bid.** |
| 1. **Technical evaluation** | 30.1. In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, ICT, if applicable, and Section III, Evaluation and Qualification Criteria. No other criteria or evaluation methods are allowed. |
| 1. **Definition of responsiveness** | 31.1 The Purchaser's decision on the conformity of the Bid shall be based on the content of the Bid itself, as defined in ITB 11. A substantially compliant Bid that conforms to the requirements of the bidding documents without material deviations, errors or omissions. A material deviation, error or omission is that:  (a) if accepted, will be:  (i) affect in any material way the quantity, quality or performance of the Goods and related services specified in the Contract; or  (ii) restrict in any material way, contrary to the tender documents, the Buyer's rights or the Participant's obligations under the Contract; or  (b) If corrected, it may unfairly affect the competitive position of othersparticipants who submitted substantially relevant proposals. |
|  | * 1. 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, Work Requirements have been met without any material deviations, errors or omissions.   2. If the bid does not comply with the requirements of the bidding documents, it shall be rejected by the Purchaser and subsequently cannot be made compliant due to the correction of a material deviation, errors or omissions. |
| 1. **Qualification of Participants** | 32.1 The Purchaser shall determine to its satisfaction whether all eligible bidders whose bids have been found to be substantially responsive to the bidding documents meet the qualification criteria set out in Section III Evaluation and Qualification Criteria.  32.2 The determination shall be based on verification of the Participant's documentary evidence of qualifications provided by the Participant in accordance with ITB 17. The determination shall not take into account the qualifications of other firms such as subsidiaries, parent companies, affiliates, subcontractors of the Participants (other than specialized subcontractors, if permitted in the tender documents), or any other firm other than this firm.  **H. Public Opening of the Financial Part of the Bid** |
| 1. **Opening of the Financial part** | 33.1 Upon completion of the evaluation of the Technical Parts of the Bids and the IPFO has not raised any objections (if applicable), the Purchaser shall notify in writing the Bidders who did not meet the Qualification Criteria and/or whose Bids were deemed ineligible in the bidding documents, informing them of the following: information:  (a) the grounds on which their technical part of the bid did not comply with the requirements of the tender documentation;  (b) their envelope marked "FINANCIAL PART" will be returned unopened to them upon completion of the bid evaluation process and signing of the Contract  (c) notify them of the date, time and place of the public opening of the envelopes marked "FINANCIAL PART".  33.2 The Purchaser shall at the same time notify in writing those Bidders whose Technical Parts have been judged to substantially meet the requirements of the tender documents and meet the Qualification Criteria, providing them with the following information:  (a) their bid was judged to substantially meet the requirements of the bidding documents and meet the eligibility criteria; and  (b) their envelope marked "FINANCIAL PART" will be opened at the opening of the "Financial Parts";  (c) notify them of the date, time and place of the public opening of the envelopes marked "FINANCIAL PART".  33.3 The date of the showdown shall allow Participants sufficient time to make arrangements to participate in the showdown. The financial part of the competitive bidding shall be open to the public in the presence of the representatives designated by the bidders and all who wish to participate.  33.4 At this public opening, the Financial Parts will be opened by the Purchaser in the presence of the participants or their designated representatives and anyone who wishes to participate. Eligible bidders whose bids were judged to be substantially responsive will have their envelopes marked “FINANCIAL PART” opened at the second public opening. Each of these envelopes marked "FINANCIAL PART" must be examined to confirm that they have remained sealed and unopened. These envelopes must be opened by the Buyer. The Purchaser shall read the names of each Bidder, as well as the total Bid prices per lot (contract), if applicable, including any discounts and the Alternative Bid - Financial Part, as well as any other details  33.5 Only envelopes containing the Financial Part of Bids, Financial Parts of alternative Bids and discounts that are opened and credited at the opening of Bids will be considered for further evaluation. Letter of Offer - The Financial Part and Quotations must be initiated by the Buyer's representative present at the opening of the Bid in the manner specified in the ICT.  33.6 The Purchaser shall not discuss the merits of any Bid and shall not reject envelopes marked "FINANCIAL PART".  33.7 The Purchaser shall prepare a Financial Opening Protocol which shall include, as a minimum:  (a) the name of the Participant whose Financial Section is being disclosed;  (b) the cost of the Bid, for each lot (contract), if applicable, including any discounts;  (c) if applicable, any Alternative Bid - Financial Part.  33.8 Participants whose envelopes marked "FINANCIAL PART" have been opened, or their representatives present, are invited to sign the minutes. Failure to sign any Party to the protocol shall not invalidate the content and validity of the protocol. A copy of the minutes is distributed to all Participants.  **I. Evaluation of the Financial Part of Bids.** |
| 1. **Estimation of the Financial part** | 34.1 In evaluating the Financial portion of each Bid, the Purchaser shall consider the following:  (a) the valuation will be made for the Items or Lots (contracts) as specified in the ICT; and the Offer Price, as stated in accordance with ITB 14;  (b) cost adjustments to correct arithmetic errors in accordance with ITB 35.1;  (c) cost adjustments due to discounts offered in accordance with ITB 14.4;  (d) converting the amount resulting from the application of (a) to (c) above, if appropriate, into a single currency in accordance with ITB 36;  (e) cost adjustments due to quantitative non-material nonconformities in accordance with ITB 29.3; and  (f) additional evaluation factors as set out in Section III "Evaluation and Qualification Criteria".  34.2 The intended effect of the cost adjustment provisions of the Conditions of Contract applicable during the performance of the Contract shall not be taken into account in the evaluation of the Bid.  34.3 If this Bidding Document allows bidders to enter separate values ​​for different lots (contracts), the methodology for determining the lowest appraised value of combinations of lots (contracts), including any discounts offered in the Letter of Offer - Financial Part, is specified in Section III, Evaluation and Qualification Criteria .  34.4 The Purchaser's evaluation of the Offer excludes and does not take into account:  (a) in the case of Goods manufactured in the Buyer's Country, the sales tax and other similar taxes that will be payable on the Goods if the contract is awarded to the Participant;  (b) in the case of Goods manufactured outside the Buyer's Country, already imported or due to be imported, customs duties and other import taxes levied on the imported Goods, sales taxes and other similar taxes that will be payable on the Goods if the contract is awarded to the Participant ;  (c) any allowance for price adjustments during the performance period of the contract, if so provided in the bid.  34.5 The Purchaser's evaluation of the Bid may require consideration of factors other than the value of the Bid as specified in accordance with ITB 14. These factors may be related to the characteristics and conditions of the purchase of the Goods and related services. The influence of the selected factors, if any, should be expressed in monetary terms to facilitate comparison of proposals, unless otherwise indicated in the ICT from among those listed in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be those specified in ITB 34.1(e). |
| 1. **Correction of arithmetic errors** | 35.1 In evaluating the Financial portion of each Bid, the Purchaser corrects arithmetic errors on the following basis:  (a) if there is a discrepancy between the unit price and the total amount of the position obtained by multiplying the unit price by the quantity, the unit price shall prevail and the total of the position shall be corrected unless, in the opinion of the Buyer, there is an obvious misplacement of the decimal points in the unit price, in which case the line total as specified will be taken into account and the unit price must be corrected;  (b) if there is an error in the total corresponding to the addition or subtraction of subtotals, then the subtotals shall prevail and the total shall be corrected; and  (c) if there is a discrepancy between words and figures, the sum in words shall prevail, unless the sum in words is due to an arithmetic error, in which case the sum in figures shall prevail subject to (a) and (b) higher. |
|  | 35.2 Competitors must be asked to accept corrections of arithmetic errors. Failure to accept a correction in accordance with ITB 35.1 and ITB 35.2 will result in the rejection of the bid. |
| 1. **Translation into a single currency** | 36.1 For evaluation and comparison purposes, the currency(s) of the bid shall be converted into the single currency specified in the ICT. |
| 1. **Privileges** | 37.1 Unless otherwise stated in the ICT, no benefits apply. |
| 1. **Comparison of Financial Parts** | 38.1 The Purchaser shall compare the estimated costs of the Bids to determine the Bids that have the lowest estimated cost. Comparison should be based on CIP (Final Destination) prices for imported goods and EXW prices, plus the cost of domestic transport and insurance to the destination, for goods manufactured in the EA country, together with prices for any required installation, training, commissioning and other services. Price estimates must not take into account customs duties and other taxes levied on imported goods specified by the CIP, as well as sales taxes and similar taxes levied in connection with the sale or delivery of goods. |
| 1. **Abnormally low value offers** | 39.1 An abnormally low bid is a price at which the bid price, in combination with other elements of the bid, is so low as to cause the Purchaser to have significant concerns about the Bidder's ability to perform the Contract at the bid price.  39.2 In the event of a potentially anomalous lowest value bid being identified, the Purchaser shall request a written clarification from the bidder, including a detailed price analysis of its bid price in relation to the subject matter of the contract, scope, delivery schedule, risk allocation and liability, and any other requirements of the bidding documents.  39.3 After evaluating the price analysis, in the event that the Buyer determines that the Bidder has failed to demonstrate its ability to perform the contract at the Bid price offered, the Buyer shall reject the Bid. |
| 1. **The most advantageous Bid** | 40.1 By comparing the estimated values ​​of the Bids, the Purchaser shall determine the most advantageous Bids. The best bid is the bid that meets the eligibility criteria and whose bid has been determined as:  (a) substantially consistent with the tender documents, and  (b) the lowest in terms of assessed value. |
| 1. **Buyer's right to accept any bid and reject any or all bids** | 41.1 The Purchaser reserves the right to accept or reject any bid and to cancel the bid submission process and reject all bids at any time prior to contract award without incurring any liability to bidders. In the event of cancellation, all submitted Bids, and in particular the Bids Guarantees, must be promptly returned to bidders. |
| 1. **Waiting period** | 42.1 The contract cannot be awarded earlier than after the expiration of the waiting period. The waiting period shall be ten (10) business days, unless extended in accordance with ITB 47. The waiting period begins on the day after the date on which the Buyer has sent to each Participant a Notice of Intent for the award of the Contract. If only one bid is submitted, or if the contract is in response to an emergency recognized by the FATF, no waiting period applies. |
| 1. **Notice of intent to award a contract** | 43.1 The Purchaser shall send to each Participant (who has not yet been notified that he has failed) a Notice of Intention to award the Contract to the successful Participant. The notice of intent for award must contain, at a minimum, the following information:  (a) the name and address of the Bidder that submitted the successful bid;  (b) the value of the Successful Bid Contract;  (c) the names of all bidders who submitted a bid and the prices of their bids as indications and estimates;  (d) an indication of the reason(s) why the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, if the price information in (c) above no longer discloses the reason;  (e) the date on which the waiting period expires;  (f) instructions on how to request a debriefing and/or file a complaint within the waiting period. |
|  | **TO.Contract Award** |
| 1. **Contract Award Criteria** | 44.1 Pursuant to ITB 41, the Buyer must enter into a Contract with a successful Bidder. This is the participant whose offer is determined to be the most advantageous, as specified in ITB 40. |
| 1. **Buyer's right to change the quantity at the time of contract award** | 45.1 At the time of the award of the Contract, the Purchaser reserves the right to increase or decrease the quantity of Goods and related services originally specified in Section VII, Requirements for Work, provided that it does not exceed the percentages specified in the ICT and without any change in unit prices or other conditions of the bid and tender documents. |
| 1. **Contract Award Notice** | 46.1 Prior to the expiration of the bid period and upon the expiration of the waiting period specified in ITB 42.1 or any extension thereof, and after satisfactory consideration of any complaint made during the waiting period, the Purchaser shall notify the winning bidder in writing that its bid has been accepted. . The contract award notice (hereinafter and in the contract forms referred to as the “Letter of Acceptance”) specifies the amount that the Buyer will pay to the Supplier for the performance of the contract (hereinafter and in the terms and conditions of the contract and contract forms referred to as the “Contract Value”).  46.2 Within ten (10) business days after the date of the Letter of Acceptance, the Purchaser shall publish a Contract Award Notice which shall contain, as a minimum, the following information:  (a) the name and address of the Buyer;  (b) the title and reference number of the contract that was awarded and the selection method used;  (c) the names of all bidders who submitted bids and the prices of their bids, which were read at the opening of bids and evaluated;  (d) the names of all Entrants whose bids were rejected as either ineligible, ineligible, or not evaluated, with reasons for doing so;  (e) the name of the winning bidder, the final total value of the contract, the duration of the contract, and a summary of its scope; and  (f) a successful form of disclosure of information on the beneficial ownership of the Participant, if specified in ITB ICT 48.1.  46.3 The contract award notice shall be published on the Buyer's publicly accessible website, if available, or in at least one national newspaper in the Buyer's country or official gazette.  46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance is a binding Contract. |
| 1. **Contract signing** | 47.1 Within twenty-eight (28) days after receipt of the Contract agreement, the successful Participant must sign, date, and return it to the Purchaser. |
|  | * 1. Notwithstanding ITB 47.2 above, in the event that the signing of the Contract Agreement is prevented by any export restrictions associated with the Purchaser, the Purchaser's country or the use of the supplied products/goods, systems or services, when such export is due to restrictions arising from the trade regulations of the supplying country these products/goods, systems or services, the Bidder shall not be bound by its Bid, however, provided that the Bidder can prove to the purchaser and the FATF that the signing of the Contract Agreement was not prevented due to the lack of diligence on the part of the Bidder in the performance of any or formalities, including the submission of bids for permits and licenses required for the export of goods / goods, systems or services in accordance with the terms of the Contract. |
| 1. **Contract Performance Guarantee** | 48.1 Within twenty-eight (28) days after receipt of the Purchaser's Letter of Acceptance of Bid, the winning Bidder shall provide a Performance Bond in accordance with the General Conditions of Contract using the Performance Bond Form in Section X of the Contract Form, or another form acceptable to the Buyer. |
|  | 48.2 If the winning Bidder fails to provide the above Performance Security or sign the Contract Agreement, this shall be sufficient grounds for cancellation of the results of the bidding and forfeiting the Bid Security. In this case, the Buyer may award the Contract to the next lowest rated Bidder. |
| 1. **Purchasing Complaint** | 49.1 Procedures for filing a complaint related to procurement are specified in the TEC. |

Section II. Trading Information Card

The specific data on the purchased goods presented below are intended to supplement or change the provisions of the Instruction to Bidders (IUT).  
In case of conflict, the provisions of this section take precedence over the ITB.

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| **IUT reference number** | | 1. **Introduction** |
| **IUT 1.1** | | Call for proposal number: MOPE-03-01/07-G1  Buyer: Ministry of Preschool and School Education of the Republic of Uzbekistan  Name of the invitation to submit proposals: Equipping secondary schools in the Syrdarya region with computers.  Number and Identification of Contracts Constituting this Call for Proposals:  **1 lot - Equipping secondary schools in the Syrdarya region with computers**  *(Applicants may submit bids for all or any one of the lots. Evaluation will be conducted on a per-lot basis. Applications must contain all 100% of the items listed in the individual lot. Incomplete lots will be rejected)* |
| |  |  |  |  | | --- | --- | --- | --- | | **Lot No.** | **Pos. No.** | **Description** | **Qty** | | **1.0** | 1.1 | Equipping with the installation of 150 secondary schools in the Syrdarya region with modern computer educational equipment | 2250 pcs. | | |
| **IUT 1.2(a)** | | **Not applicable** |
| **IUT 2.1** | | Implementing agency: Ministry of Preschool and School Education of the Republic of Uzbekistan.  Name of the project: Equipment with the installation of 150 secondary schools in the Syrdarya region with modern computer educational equipment |
| IUT 4.1 | | The maximum number of JV members must be: 1 (one) |
| ITB 4.4 | | Only Indian and Uzbek companies with Uzbek or Indian founders are eligible to participate. |
| **B. Contents of the Bidding Document** | | |
| **ITB 7.1** | | Solely for the purpose of clarifying the Tender Documentation, the Buyer's address is: Tashkent, A. Navoiy 2A.  Attention:  Email address: a.shaymardanov@uzedu.uz  Requests must be received by the Buyer prior to the bid submission deadline. Late requests will not be considered.  Bidders are especially encouraged to ask questions if they find any specifications unclear, too restrictive, or specific, citing an item as well as a problem with specific specification requirements. All questions related to the quality of the technical specifications must be raised before the bid deadline to allow the Buyer sufficient time for responses so that they can be addressed to all potential bidders in a timely manner.  Page on the Internet: www.uzedu.uz |
| **B. Preparation of Bids** | | |
| IUT 10.1 | | This tender document has been issued in Russian and English.  In addition, tender documents have been translated into Russian.  Bidders may submit bids in any of the above languages.  Bidders shall not submit bids in more than one language.  All correspondence must be exchanged in English.  The language for translation of related documentation and printed literature is: Russian.  **Note**: In the event of a discrepancy between the Russian and English language versions of the Bidding Documents, the English language version shall prevail. |
| **IUT 11.2 (a) and 11.3 (d)** | | The Bidder must submit the following additional documents, not yet listed in ITB 11.2 and 11.3, with his Bid.  **Required documentation including the bid**  1. List of goods and delivery schedule (section VII. List of requirements).  2. List of related services and work schedule (Section VII. List of requirements).  3. Bidder Information Form (or JV Participant Information Form) (Section IV. Bid Submission Forms) with attachments in accordance with paragraphs. 7 and 8 of these forms.  4. Table of compliance with specifications (Section VII. List of requirements). An indication of only "Yes", "No" or "Complies" will not be sufficient for the Buyer to assess the conformity of the application with the technical requirements and may result in to the rejection of the application on the basis of a technical non-compliance.  5. Copy of the document,indicating the start of mass production of the presented model(Withcertificate or other document)(Section III. Evaluation and qualification criteria).  6. A letter of guarantee from the Participant stating that that the Participant is not insolvent, is not at the stage of liquidation, bankruptcy and information on litigation over the past 5 years.  **The bid must include all of the above documents. All pages must be numbered and signed by the person authorized to sign the bid.**  **Bids that do not meet the requested requirements may be rejected.** |
| **ITB 13.1** | | Alternative bids will not be considered. |
| **ITB 14.5** | | The prices specified by the Participant are not subject to adjustment during the execution of the Contract. |
| **ITB 14.6** | | The prices indicated for each lot (contract) must correspond to at least 100% of the positions indicated for each lot (contract).  The prices indicated for each item of the lot must correspond to at least 100% of the quantity indicated for this item of the lot.  An incomplete bid for less than 100% of the items listed for the lot, or for less than 100% of the quantities listed for the lot item, will be rejected. |
| **ITB 14.7** | | Edition of Incoterms - "Incoterms 2010". |
| **ITB 14.8 (a)(iii), (b)(i-ii) and (c)(v)** | | Destination: CIP-Tashkent  Final destination: Syrdarya region.*(The final delivery point will be provided after providence tender).*  ***Note:****Participants should take into account that the Goods are intended for use by end users located in the regions of Uzbekistan. Further delivery and installation - from the final destination to end users - will be carried out by the supplier based on the address list specified in the application (application).* |
| **ITB 15.1** | | Offer currency: U.S.dollar. |
| **ITB 16.4** | | The period of time during which the Goods will function (for the purpose of supplying spare parts): 1 year of operation, depending on the type of goods. |
| **ITB 17.2(a)** | | Manufacturer Authorization: Required for the following items:1. Computer technology  In the event that the Bidder submits bids on behalf of more than one Manufacturer, each bid must contain the original Manufacturer's Authorization Form. |
| **IUT 17.2 (b)** | | **After-sales service required. Detailed requirements for each item must be in accordance with the Technical Specifications in Section VII.**  **Availability of a technical service center in Uzbekistan.**  A copy of the agreement (or letter of intent) with the existing service center authorized by the Manufacturer must be included in the Bid. A technical service center authorized by the manufacturer with experience servicing similar equipment must have at least 2 technicians qualified by the manufacturer. The bid must also include copies of the technicians' certificates. |
| **ITB 18.1** | | The validity period of the Bid must be 120 days from the date of the deadline for submission of proposals |
| **ITB 18.3(a)** | | The Bid Price shall be adjusted by the following factor: Not applicable |
| **IUT 19.1** | | The Bid must include the original Bid Security (issued by a reputable bank, selected by the Bidder and located in any eligible country) included in Section IV of the Bid Forms.  The guarantee of the Bid must be confirmed by a SWIFT message confirming the authenticity of the guarantee and sent by the Guarantor Bank to a commercial bank of the Republic of Uzbekistan to**Ministry of preschool and school education of the Republic of Uzbekistan**.  Bank details :  BENEFICIARY:  Ministry of Preschool and school education of the Republic of Uzbekistan  BIC code: MFRUUZ22  Address: 29, Istiqlol street, Tashkent, 100017  Account USD: 23 402 840 900 100 001 011  BANK OF BENEFICIARY: Central Bank of the Republic of Uzbekistan  SWIFT Code: CBUZUZ22.  CORRESPONDENT OF BENEFICIARY`S BANK: CITIBANK, NEW YORK. Corr. Acc.: 36115651, SWIFT Code: CITIUS33  The amount of the Bid Security shall not be less than the equivalent of the following amount in freely convertible currency:**$10,000.00** |
| **IUT 19.3 (d)** | | Other types of acceptable warranties are not required. |
| **ITB 20.3** | | The document certifying the right to sign on behalf of the bidder must include the name and description of the documentary evidence of the right to sign the bid, such as a power of attorney.  **Note**. A power of attorney is not required if the bid is signed by the top management in the person of: the director or the general director, or the executive director, or the president of the company, or the chairman of the board of directors (based on the Articles of Association). |
| **D. Submission of Bids** | | |
| **IUT 21.2** | | In addition to the original bid, the number of copies is 2 (two) copies.  An electronic version of the scanned copy of the Bid (the Correspondence Table is provided in WORD format) along with accompanying documents (brochures, catalogs or other information on each mandatory parameter) must be additionally provided along with the Bid on a storage device (CD or DVD or USB). |
| **IUT 22.1** | | Buyer's address only for submission of bids:  Attention: Shaymardanov Alkhamjon Muradovich - Chief Specialist of the Department of International Relations and Attracting Foreign Investments at the Ministry of Preschool and School Education of the Republic of Uzbekistan - responsible for accepting Bids and their registration.  **Ministry of preschool and school education of the Republic of Uzbekistan,**administration building  Address and street: Shaikhontohur district, st. Navoi, house 2A, Ministry of preschool and school education of the Republic of Uzbekistan.  City: Tashkent  Postal code: 100011  Country: Uzbekistan  Phone: +998999588880, +998932222017.  Deadline for submitting the Bid:  Date of:September 16, 2023  Time: 15:00 (Local time)  Participants are allowed to submit their proposals electronically. |
| **E. Public Opening of the Technical Part of the Bid** | | |
| **ITB 25.1** | | **Opening of Bids**will take place at:  **Ministry of Preschool and School Education of the Republic of UZBEKISTAN,**administration building  Address and street: Shaikhontohur district, st. Navoi, house 2A, Ministry of preschool and school education of the Republic of Uzbekistan.  City: Tashkent, 100109  Country: Uzbekistan  Date of:September 16, 2023Time: 15:00 (Local time) |
| **ITB 25.6** | | Letter of offer (Technical part) and a sealed envelope with the inscription "SECOND ENVELOPE (FINANCIAL PART)" by two representatives of the Buyer participating in the procedure for opening Bids. |
| **E. Evaluation of Bids** | | |
| **ITB 29.3** | **Not applicable** | |
| **G. Public Autopsy of the Financial Part** | | |
| **ITB 33.5** | | Upon completion of the evaluation of the Technical Parts of the Bids, the Buyer will notify all Bidders of the location, date and time of the public opening of the Financial Parts. |
| **H. Evaluation of the Financial Part of the Bid** | | |
| **IUT 34.1(a)** | | Bids will be evaluated on a per item basis and the Contract will include items awarded to the Winning Bidder. |
| **ITB 34.5** | | Adjustments must be determined using the following criteria from among those set out in Section III Evaluation and Qualification Criteria:  (a) Deviation in delivery schedule: No  (b) Deviations in payment schedule: No  (c) Cost of major replacement parts, required parts and service: None  (d) Availability in the buyer's country of spare parts and after-sales service for the equipment offered in the offer: No  (e) Projected operating and maintenance costs over the life of the equipment: None  (f) The performance and maintenance of the proposed equipment; No  (g) Specific additional criteria: No |
| **ITB 36.1** | | The currency to be used for evaluation and comparison of bids, in order to convert all bid prices in different currencies into a single currency is: US dollar.  The source of the exchange rate should be: the exchange rate published by the Central Bank of the Republic of Uzbekistan on the website:[www.cbu.uz](http://www.cbu.uz)  Date for exchange rate: 30 full calendar days prior to the proposal submission deadline. |
| **ITB 37.1** | | Benefits of domestic preferences. Do not apply. |
| **I. Award of the Contract** | | |
| **ITB 45.1** | | **Not applicable**. |
| **ITB 50.1** | | If the Participant wishes to file a complaint related to procurement, he must submit his complaint in writing (by the fastest available method (by e-mail or fax):  **Attention**: Alxam Shaymardanov**.**  **Buyer: Ministry of Preschool and School Education of the Republic of Uzbekistan**  **Email Address**: a.shaymardanov@uzedu.uz  **Telephone:** +998999588880  Therefore, a procurement-related complaint may challenge any of the following:  1. Conditions of the tender documentation;  2. Buyer's decision to exclude the Bidder from the procurement process prior to the award of the contract; and  3. Buyer's decision to award the contract. |

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| Section III. Evaluation and Qualification Criteria |

This section contains all the criteria that the Buyer must use to evaluate bids and qualify bidders. No other factors, methods or criteria may be used other than those specified in this tender document.

*The purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the examples below or other acceptable wording, and delete the text in italics]*

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**TECHNICAL PART**

1. **Qualification (IUT 32)**
   1. **Qualification criteria (ITS 32.1)**

The Purchaser shall evaluate each bid against the following eligibility criteria. Requirements not included in the text below should not be used in assessing the qualifications of the Participant.

* 1. Financial opportunities

The participant must provide documentary evidence (in the form of a spreadsheet and supporting financial statements or a signed auditor's report or balance sheet) that it meets the following financial requirements:

The average annual turnover for 2020-2022 must be at least the equivalent of: USD 800,000.00

* 1. **Experience and technical capabilities**

The participant must provide documentary evidence that they meet the following experience requirements:

• If the Bidder is a Manufacturer: The Bidder must provide documentary evidence (on its letterhead, signed by the director of the company and stamped by the company) of its production capacity, demonstrating the average annual production over the period of the last five years (2020-2022), at least twice the quantity purchased at this auction.

• “If the Bidder is not a Manufacturer: Bidder must provide information on one, two or three contracts successfully completed within the last 3 years (from January 2020 to the deadline for submission of proposals), the total amount of which is equal to: – 500,000.00 US dollars";

and includes the supply of computer equipment similar to the proposed  
in the offer and provision of similar related services - installation, training, warranty service of such equipment. The contract information must include the description and quantity of the goods, the cost, the Buyer's country, the date of signing the contract and the names of the Buyers who can be contacted  
Reference.

* 1. **Documentary confirmation**

a) The participant must provide documentary evidence that the goods offered by him meet the following performance requirements:

Models of the Products offered must be in production for at least  
for one year and have been satisfactorily used for at least six months. This fact must be reflected in a confirmed document issued by an authorized organization in the country of origin or other countries, if any.

**FINANCIAL PART**

1. **Benefits (ITS 37)**

Not applicable

1. **Assessment (ITS 30,31 and 34)**
   1. **Evaluation Criteria (IUT 34.5)**

The buyer must use the criteria and methodologies listed in this section to evaluate offers. By applying the criteria and methodologies, the Purchaser shall determine the most advantageous bid. This is an offer that meets the qualifying criteria and is defined as:

(a) is substantially consistent with the tender documents, and

(b) the lowest assessed value.

The Purchaser's evaluation of the offer may take into account, in addition to the offer price specified in accordance with ITB 14.8, one or more of the following factors,  
as specified in ITB 34.1(e) and ICTs related to ITB 34.5 using the following criteria and methodology.

(a) Delivery schedule (according to the Incoterms specified in the ICT)

*The Goods specified in the List of Goods must be delivered within the reasonable period of time (after the earliest date and before the end date, inclusive of both dates) specified in Section VII, List of Claims. Early delivery does not provide an advantage, and bids offering delivery after the latest date will be considered ineligible.*

(b) Deviation in payment schedule

*The buyer sets the payment schedule in the SCC. Bids with different payment terms may be rejected.*

(c) Cost of major replacement parts, required spare parts and maintenance.

*Not applicable*

(d) Availability in the Buyer's country of spare parts and after-sales service for the equipment proposed in the Bid.

*Applicable. The bidder must submit an agreement with the service center, if possible, maintenance of the presented equipment or a letter of intent to conclude such an agreement, indicating in the letter the name of the service center within 3 years.*

(e) Life cycle cost

*Not applicable*

(f) Productivity and Productivity of Equipment.

*Not applicable*

(g) Specific additional criteria

*Not applicable*

* 1. **Multiple contracts (34.3)**

*Not applicable*

**3.3 Alternative Bids (ITS 13.1)**

*Not applicable*

|  |
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| Section IV. Bid Forms |

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| Bid Submission Letter - Technical Part |
| *INSTRUCTIONS FOR PARTICIPANTS: DELETE THIS TEXT AFTER YOU FILL OUT THE DOCUMENT*  *Place this Letter of Bid in the first "TECHNICAL PART" envelope.*  *The Bidder shall prepare a Bid Letter on company letterhead, clearly indicating the Bidder's full name and address.*  *Note. All text in black italics is intended to assist participants in the preparation of this form and participants should remove it from the final document.* |

**Bid Submission Date:**{indicate the date (day, month, year) of submission of the bid}

**Bid Invitation No.:**MOPE-03-01/07-G1

**Competition Invitation No.:**Equipping secondary schools in the Syrdarya region with computers

To: Ministry of Preschool and School Education of the Republic of Uzbekistan

We, the undersigned, hereby submit our bid, in two parts, as follows:

(a) the Technical Part, and

(b) Financial Part

When submitting a bid, we make the following declarations:

1. **No reservations:**We have reviewed the bidding documents, including the Annexes issued in accordance with the Instructions to Bidders (ITB 8), and have no reservations in connection with them;
2. **Eligibility:**We meet the eligibility requirements and we have no conflict of interest under ITB 4;
3. **Pledge Declaration on the competitive offer:**Our participation in competitions has not been suspended and we have not been declared ineligible by the Purchaser based on the execution of the Pledge Declaration in the country of the Purchaser in accordance with ITB 4.7.
4. **Correspondence:**We propose to supply in accordance with the bidding documents and in accordance with the delivery schedules set out in the Schedule of Requirements, the following goods: [insert a brief description of the Goods and related services];
5. **Bid validity period:**Our bid will be valid for the period of [insert the number of calendar days] \_\_\_\_\_\_\_\_\_ days or the period specified in ICT 18.1 (or modified if required) from the date determined as the last day of submission of the proposal specified in ICT 22.1 (or modified , if required) and will remain binding on us and may be accepted at any time before the expiration of the specified period;
6. **Performance Guarantee:**If our bid is accepted, we undertake to obtain performance bond in accordance with the Bidding Documents;
7. **One bid of Bidder:**we are not submitting any other bid as an individual bidder and we are not bidding on any other bid as a joint venturer or subcontractor and meet the requirements of ITB 4.3 other than alternative bids submitted in accordance with ITB 13.
8. **Suspension and prohibition of activities:**We, together with any of our subcontractors, suppliers, consultants, manufacturers or service providers for any part of the contract, are not subject to, and are not controlled by, any entity or person that is subject to any temporary suspension or ban imposed by the FPFO Group, or suspension imposed by the FPFO Group in accordance with the "Agreement on Mutual Enforcement of Suspension Decisions" entered into between the FPFO. Moreover, we are not entitled to do so under the laws of the Buyer's country or official regulations, or as determined by the United Nations Security Council.
9. **State enterprise or institution:***(select the appropriate option and delete the other) (We are not a government-owned enterprise or agency] / (We are a government-owned enterprise or agency that*but satisfy the requirements set out in ITB 4.6)
10. **Mandatory Contract:**We understand that, pending the preparation and signing of a formal Contract, this Bid, together with Your written acceptance of it included in the Contract Award Notice, will constitute a binding Contract between us;
11. **Responsibilities for accepting proposals:**We understand that you are under no obligation to accept the lowest bid, the best bid, or any other bid that you may receive; and
12. **Fraud and Corruption:**We hereby certify that we have taken steps to ensure that no person acting on our behalf or on our behalf is involved in any form of corruption or fraud.

Name of the Bidder\* [insert the full name of the person who signed the bid]

Name of person having full authority to sign the bid for and on behalf of the Bidder \*\* [Insert full name of person having full authority to sign the bid]

Position of the person signing the bid [insert the full title of the person who signed the bid]

Signature of person listed above [insert signature of person whose name and position are listed above]

Dated \_\_ [insert date signed] day [insert month], [insert year]

\*: In case the bid is submitted by a joint venture, indicate the name of the joint venture as the Bidder

\*\*: The person signing the bid must have a power of attorney issued by the Bidder, which must be attached to the Bid Tables.

|  |
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| Bid Submission Letter - Financial Part |
| *INSTRUCTIONS FOR PARTICIPANTS: DELETE THIS TEXT AFTER YOU FILL OUT THE DOCUMENT*  *Place this letter of offer - Financial Part in the second envelope "Financial PART".*  *The Participant must prepare a Letter of Offer - Financial Part on stationery, which must clearly indicate the full name and business address of the Participant.*  *Note. All text highlighted is intended to assist participants in the preparation of this form.* |

**Bid Submission Date:**{indicate the date (day, month, year) of submission of the bid}

**Bid Invitation No.:**MOPE-03-01/07-G1

**Competition Invitation No.:**Equipping secondary schools in the Syrdarya region with computers

To: Ministry of Preschool and School Education of the Republic of Uzbekistan

We, the undersigned, hereby submit our bid, in two parts, as follows:

**(A)**Validity of the Bid: Our Bid will be valid for the period specified in ICT 18.1 (or modified if required) from the date determined as the last day of submission of the proposal specified in ICT 22.1 (or modified if required). ), and will remain binding on us and may be accepted at any time before the expiration of the said period;

**(b)**Total Cost: The total cost of our bid, excluding discounts offered in paragraph (c) below, is:

The total cost of one Lot of the offer is [indicate the total price of the offer in words and figures, indicating various amounts and relevant currencies] excluding VAT;

**(V)**Discounts: The following discounts are offered and how they are applied:

(i) Discounts: [describe in detail each discount offered]

(ii) The exact calculation method for determining the net price after discounts have been applied is described below:***[describe in detail the methodology by which discounts should be applied]*;**

**(d) Commissions, commissions or fees:**In connection with the bidding process or the performance of the Contract, we have paid or are due to pay the following fees, commissions or fees: or commissions.

|  |  |  |  |
| --- | --- | --- | --- |
| Beneficiary's name | Address | Base | Sum |
| No | No | No | No |

(If payments have not been made or will not be made, enter "none")

**(e) Binding contract:**We understand that, pending the preparation and signing of a formal Contract, this Bid, together with Your written acceptance of it included in the Contract Award Notice, will constitute a binding Contract between us;

Name of the Bidder[[1]](#footnote-1)[insert the full name of the person signing the bid]

Full name of the person having full authority to sign the bid for and on behalf of the Bidder:[[2]](#footnote-2) ***[insert the full name of the person having full authority to sign the bid]***

Position of the person signing the bid [insert the full title of the person who signed the bid]

Signature of person listed above [insert signature of person whose name and position are listed above]

**date of signing**[insert date], [insert month], [insert year]

Bidder Information Form

*[The participant must complete this form in accordance with the instructions below. No changes or substitutions in the proposed format are allowed.]*

Date of: [*(insert date, month and year) of submission of the bid]*  
Invitation for Bid No.: MOPE-03-01/07-G1

Page*\_\_\_\_\_\_\_\_\_\_*from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ pages

|  |
| --- |
| 1. Name of Bidder [insert official name of Bidder] |
| 2. In the case of a joint venture, the official names of each member: [insert the official names of each member of the joint venture] |
| 3. Bidder's actual or planned country of incorporation: [insert name of actual or proposed country of incorporation] |
| 4. Year of registration of the Bidder: [insert year of registration of the Bidder] |
| 5. Address of the Bidder in the country of its registration: [insert the legal address of the Bidder in the country of its registration] |
| 6. Information about the authorized representative of the Bidder  Name: [insert name of authorized representative]  Address: [insert address of authorized representative]  Telephone/Fax: [insert telephone/fax numbers of authorized representative]  E-mail address: [insert e-mail address of an authorized representative] |
| 7. Enclosed copies of original documents: [check one or more boxes next to the names of the attached originals]   * Articles of association (or other constituent documents) and/or registration certificate of the company indicated above, in accordance with ITB 4.4. * In the case of a joint venture, a letter of intent to establish a joint venture or an agreement to establish a joint venture, in accordance with ITB 4.1. * In the case of a state-owned enterprise or institution, according to ITB 4.6, documents confirming:   + legal and financial independence   + commercial law compliance * confirmation that the Bidder is not an entity dependent on the Buyer   8. Organizational structure, list of the Board of Directors and founders.  *[If required under ICT IUT 48.1, the winning entrant must provide additional founder information using the Founders Disclosure Form.]* |

JV Participant Information Form

*[The Bidder must complete this Form in accordance with the instructions below. The following table shall be completed for the Bidder and for each member of the Joint Venture].*

*Date: [insert the date (day, month, year) of submission of the bid]*  
Invitation for Bid No.: MOPE-03-01/07-G1

Page*\_\_\_\_\_\_\_\_\_\_*from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ pages

|  |
| --- |
| 1. Name of the Bidder:*[insert the official name of the Participant]* |
| 2. Name of the JV Member of the Bidder:*[insert the official name of the JV member]* |
| 3. Country of incorporation of the JV Member of the Bidder:*[enter the country of registration of the JV Member]* |
| 4. Year of registration of the JV Member of the Bidder:*[enter the year of registration of the JV Member]* |
| 5. Legal address of the JV Member of the Bidder in the country of its registration:*[enter the legal address of the JV Member in the country of its registration]* |
| 6. Information about the authorized representative of the JV Member of the Bidder  Name: [insert the name of the authorized representative of the Member]  Address: [insert the address of the authorized representative of the SP Member]  Telephone/Fax: [insert telephone/fax numbers of the authorized representative of the SP Member]  E-mail address: [enter the e-mail address of the authorized representative of the SP Member] |
| 7. Enclosed copies of original documents [check one or more boxes next to the names of the attached originals]   * Articles of association (or other constituent documents) and/or registration certificate of the company indicated above, in accordance with ITB 4.4. * In the case of a state-owned enterprise or institution, documents proving legal and financial independence, compliance with trade law, and non-affiliation under ITB 4.6.   8.Organizational structure, list of the Board of Directors and founders.  *[If required under ICT IUT 48.1, the winning entrant must provide additional founder information using the Founders Disclosure Form.]*. |

**Pricing Table Forms**

*[The Participant must complete these Price Schedule Forms in accordance with  
with the instructions given. The list of items in column 1 of the Price Table must match the List of Goods and Related Services specified by the Buyer in the List of Requirements.]*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price table: Goods produced outside the country of the Buyer, planned for import | | | | | | | | |
|  | | | | (Group C Bid, goods for import)  Currencies in accordance with ITB 15 | | | | | | Date of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Invitation to bid  No: MOPE-03-01/07-G1  Page N°\_\_\_\_\_\_ from \_\_\_\_\_\_ | |
| 1 | | 2 | 3 | | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Lot  N° | | Position  N° | Description of Goods and Services | | Manufacturer country | Delivery date as defined by Incoterms | Quantity and physical unit | Unit price  CIP Tashkent  in accordance with ITB 14.8(b)(i) | CIP Price per position  (Col. 6x7) | Unit price for domestic transport and other services required in the Buyer's country to deliver the goods to the final destination specified in the ICT | Total price per position  (Col. 8+9) |
| **1. Equipping secondary schools in the Syrdarya region with computers** | | 1.1 | Equipping with the installation of 150 secondary schools in the Syrdarya region with modern computer educational equipment | |  |  |  |  |  |  |  |
|  | | | | | | | | | | Total Price |  |
| Name of Bidder [insert full name of bidder] Signature of Bidder [signature of person signing proposal] Date [Insert date] | | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | Date of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Invitation for Bid No: MOPE-03-01/07-G1  Page N°\_\_\_\_\_\_ from \_\_\_\_\_\_ | | | | | | |
| 1 | 2 | 3 | | 4 | 5 | 6 | 7 | 8 | 9 |
| Lot  N° | Position  N° | Description of goods | | Manufacturer country | Delivery date as defined by Incoterms | Quantity and physical unit | Unit price  CIP Tashkent  in accordance with IUT 14.8 (b) (i)  [insert unit price CIP per unit] | Unit price excluding customs duties and import taxes, in accordance with ITB 14.8 (c) (iii)  (Col. 7 minus Col. 8) | Total price per position |
| *[insert lot number]* | *[insert item number]* | *[insert product name]* | | *[indicate the country of origin of the goods]* | *[insert quoted delivery date]* | *[indicate the number of units for delivery and the name of the physical unit]* | *[*enter price per unit] | *[specify unit price excluding customs duties and import taxes]* | *[insert total price per item]* |
| **1. Equipping secondary schools in the Syrdarya region with computers** | 1.1 | Equipment with the installation of 150 secondary schools in the Syrdarya region with modern computer educational equipment | |  |  |  |  |  |  |
| Total offer price | | | | | |  | | | |

**Price Table: Goods Produced in the Buyer's Country**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Buyer Country  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | (Group A and B Bids)  Currencies in accordance with ITB 15 | | | | | | Date of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bid Invitation No.:MOPE-03-01/07-G1  Page N°\_\_\_\_\_\_ from \_\_\_\_\_\_ | | | |
| 1 | 2 | 3 | | 4 | 5 | 6 | 7 | 8 | | 9 | 10 | eleven |
| Lot  N° | Position  N° | Description of goods | | Delivery date as defined by Incoterms | Quantity and physical unit | Unit price[[3]](#footnote-3)EXW | Total EXW price per item  (Col. 4-5) | Unit price for domestic transportation and other services required in the buyer's country to deliver the goods to the final destination. | | The cost of local labor, raw materials and components from the country of origin in the country of the buyer  % of Col 5 | Sales tax and other taxes payable on each item if the contract is awarded (in accordance with ITB 14.8(a)(ii) | Total price per position  (Col. 6 + 7) |
| *[insert lot number]* | *[insert item number]* | *[insert product name]* | | *[insert quoted delivery date]* | *[indicate the number of units for delivery and the name of the physical unit]* | *[insert unit price EXW]* | *[insert total EXW price per item]* | *[insert appropriate price per item]* | | *[Indicate the cost of local labor, raw materials and components from the buyer's country as a % of the EXW price per item]* | *[indicate sales and other taxes payable on each item if contract awarded]* | *[insert the total cost of the goods]* |
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|  | | | | | | | | | | | Total offer price |  |

|  |
| --- |
| Name of Bidder [insert full name of bidder] Signature of Bidder [signature of person signing the proposal] Date [Insert date] \* [For previously imported goods, the price shown must be different from the original import value of these goods declared to customs and must include any discounts or surcharges local agent or representative and all local costs, other than import duties and taxes, which were and/or must be paid by the Buyer. For the sake of clarity, Members are requested to indicate the price including import duties, and additionally indicate the import duties and the price less import duties, which is the difference between these values.] |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price Table and Completion Schedule - Related Services | | | | | | | | | | |
|  | | Currencies in accordance with ITB 15 | | | | | | Date of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bid Invitation No.:MOPE-03-01/07-G1  Alternative proposal No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N°\_\_\_\_\_\_ from \_\_\_\_\_\_ | | |
| 1 | 2 | | 3 | 4 | 5 | | 6 | | 7 | |
| N°Services | Description of services (including domestic transportation and other services required in the country of the Buyer to deliver the goods to the destination) | | Country of origin | Date of delivery to destination | Quantity and physical unit | | Unit price\* | | The total price for deliveries and installations of goods to the final destination indicated in the ICT  (5x6) | |
| *[insert Service number]* | *[insert service name]* | | *[indicate the country of origin of the Services]* | *[indicate the date of delivery at the place of final destination for each service]* | *[enter the number of units to be provided and the name of the physical unit]* | | *[insert unit price]* | | *[insert the total cost of the goods]* | |
| ***Lot #1*** | | | | | | | | | | |
| 1.1 | Equipping with the installation of 150 secondary schools in the Syrdarya region with modern computer educational equipment | |  |  | xxx | | Not applicable, see note below\* | |  | |
|  | | | | | | **Total Price** | | | |  |
| Name of Bidder [insert full name of bidder] Signature of Bidder [signature of person signing proposal] Date [Insert date]  Note: \*The cost of related services will be included in the unit price of the items offered. | | | | | | | | | | |

**BID GUARANTEE FORM**

**(Bank guarantee)**

*[The Bank completes this Bank Guarantee Form in accordance with the instructions provided.]*

BENEFICIARY:

Ministry of Preschool and school education of the Republic of Uzbekistan

BIC code: MFRUUZ22

Address: 29, Istiqlol street, Tashkent, 100017

Account USD: 23 402 840 900 100 001 011

BANK OF BENEFICIARY: Central Bank of the Republic of Uzbekistan

SWIFT Code: CBUZUZ22.

CORRESPONDENT OF BENEFICIARY`S BANK: CITIBANK, NEW YORK. Corr. Acc.: 36115651, SWIFT Code: CITIUS33

**Beneficiary:**Ministry of preschool and school education of the Republic of Uzbekistan

**Address: 100109, Republic of Uzbekistan,**Tashkent, Shaykhontokhur district, Navoi street, house 2A **Invitation to Bid No:**MOPE-03-01/07-G1

**Date of:**[insert release date]

**Warranty Provision Offer No.:**[insert warranty number]

**Guarantee:**[insert name and address of place of issue if not indicated on the form]

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the name of the Participant, which in the case of a joint venture must be the name of the joint venture (legally established or intended) or the names of all its participants] (hereinafter referred to as the "Applicant") has submitted or will submit to the Beneficiary its tender proposal (hereinafter the "Proposal ”) to fulfill \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Invitation to Bid No. MOPE-03-01/07-G1 (“IUT”).

In addition, we understand that, in accordance with the conditions of the Beneficiary, the proposals must be backed by a security guarantee.

At the request of the Applicant, we, as the Guarantor, hereby irrevocably undertake to pay to the Beneficiary any amount or amounts not exceeding in total the [amount in figures] (\_\_\_\_\_\_\_\_\_\_\_\_) [amount in words] upon receipt by us of a demand from the Beneficiary, supported by the application of the Beneficiary, or in the actual the demand, or in a separately signed document attached to or defining the demand, stating that either the Applicant:

(a) withdrew its Bid within the Bid validity period specified in the Letter of Proposal(the "Term of Offer") or any extension thereto submitted by the Applicant; or

(b) from the date of notification of acceptance of its Bid by the Beneficiary within the term of the proposal or any extension submitted by the Applicant, (i) failed to perform the contractual agreement, or (ii) failed to submit a Performance Bond, in accordance with the Instructions to Bidders ("ITBs") of the Beneficiary's Bidding Documents.

This guarantee will expire: (a) if the Bidder becomes the winning bidder, upon receipt by us of copies of the contractual agreement signed by the Bidder and the issuance of a Performance Bond to the Beneficiary in connection with that contractual agreement, or (b) if the Bidder is not the winning bidder, after, whichever is sooner ( i) receipt by us of a copy of the Beneficiary's notice to the Bidder of the results of the bidding, or (ii) twenty-eight days after the expiration of the Offer.

Therefore, any demand for payment under this guarantee must be received by us at the above office and before this date.

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[signature(s)]*

***Note. All text in italics is for use in the preparation of this form and should be removed from the final product.***

**Bids pledge declaration form**

***UNACCEPTABLE***

Manufacturer Authorization

*[The Participant must require the Manufacturer to complete this form in accordance with the instructions provided. This power of attorney must be on the manufacturer's letterhead and must be signed by a person with the proper authority to sign documents binding on the manufacturer. The Bidder must include it in his proposal if specified in the ICT.]*

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

*No. Invitation for Bid: No. MOPE-03-01/07-G1*

To: Ministry of Preschool and School Education of the Republic of Uzbekistan

BECAUSE THE

We [insert full name of manufacturer], who are official manufacturers of [insert type of goods produced], having factories at [insert full address of manufacturers], hereby authorize [insert full name of bidder] to submit a bid, for the purpose of which is to provide the following Goods manufactured by us [insert the name and / or a brief description of the Goods], and then negotiate and sign the Contract.

We hereby extend our full warranty and warranty in accordance with clause 28 of the General Conditions of Contract in respect of the Goods offered by the aforementioned firm.

Signature: [insert signature(s) of authorized representative(s) of manufacturer]

Name: [insert full name(s) of manufacturer's authorized representative(s)]

Position: [insert title]

From \_\_\_\_\_\_\_\_\_\_\_\_ days \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ [indicate the date of signing]

Section V Eligible Countries

**Eligibility to provide goods, works and non-consulting services for procurement funded by the FPFO**

Referring to the signed memorandum, which states that only Indian and Uzbek companies can participate in the auction.

PART 2 - Delivery Requirements

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| Section VII. List of requirements |

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|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. List of goods and delivery schedule   *[The buyer must complete this table, except for the column "Delivery date proposed by the Bidder", which must be completed by the Bidder.]* | | | | | | | | | |
| **Lot No.** | | **Position No.** | **Product description** | **Quantity** | **Physical unit** | **End point (project site) as specified in the ICT** | **Delivery date (according to Incoterms)** | | |
| **Earliest delivery date** | **Date of last delivery** | **Participant's proposed delivery date [to be provided by participant]** |
|  | |  |  |  |  |  |  |  |  |
| *[insert lot number]* | | *[insert item number]* | *[insert product description]* | *[indicate the quantity of goods supplied]* | *[insert physical unit for quantity]* | *[specify place of delivery]* | *[insert the number of days after the effective date of the Contract]* | *[insert the number of days after the effective date of the Contract]* | *[insert the number of days after the effective date of the Contract]* |
|  | |  |  |  |  |  |  |  |  |
| **1. Equipping secondary schools in the Syrdarya region with computers** | | 1.1 | Educational computer equipment (Monoblock) | 2250 | specify | Sirdarya region  *(address list of 150 schools will be provided after tender)* | 90 days | 120 days |  |
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1. **List of Associated Services to be Provided and Completion Schedule**

*[The buyer must complete this table, except for the column "Delivery date proposed by the Bidder", which must be completed by the Bidder.]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot No.** | **Pos. No.** | **Description** | **Installation timing**  No more than 30 days after delivery, customs clearance and transportation to end users and the date of notification of the Buyer (for each set separately) |
| **1. Equipping secondary schools in the Syrdarya region with computers** | 1.1 | Delivery and installation | 30 days |

|  |
| --- |
| 1. Data sheet |

|  |  |
| --- | --- |
| **Parameter name** | **Requirement** |
| Computer type | Monoblock (All in one) |
| Guarantee | 12 months |
| **operating system** | |
| operating system | Windows-10 (personal) |
| **Screen** | |
| Matrix manufacturing technology | IPS or LED |
| Screen Diagonal (inch) | Not less than 21.5" |
| Screen resolution | Not less than 1920x1080 |
| **CPU** | |
| Number of processor cores | Not less than 6 |
| Frequency | Not less than 2900 MHz |
| L2 cache size | Not less than 4 MB |
| **RAM** | |
| RAM type | DDR4 |
| RAM | Not less than 8 GB |
| **Drives** | |
| Solid state drive (SSD) capacity | Not less than Built-in SSD, at least 256 GB |
| **video card** | |
| Type of graphics accelerator | built-in |
| Video memory size | Not less than 1 GB. |
| **Built-in accessories** | |
| **Communication** | |
| Internet access type | Wired, built-in wireless. |
| WiFi standard | Built-in WiFi |
| Built-in network adapter speed | Minimum 1000 Mbps |
| Built-in Bluetooth | included |
| **Interfaces/Connectors** | |
| Video connectors | HDMI |
| Audio connectors | 3.5 mm jack (microphone/audio output) x1 |
| Number of USB 3.1 | Don't change 2 |
| Number of USB 2.0 | No change 2 pcs |
| Keyboard, mouse, webcam, earpiece with microphones included | Wired keyboard, mouse, webcam, speaker with microphones included |
| Supply voltage | Not less than 220-240V/60-75Hz |

PART 3 - Contract

|  |
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| Section VIII. General Conditions of Contract (GTC)  Content  [1. Definitions 103](#_Toc454545139)  [2. Contract Documents 104](#_Toc454545140)  [3. Fraud and corruption 104](#_Toc454545141)  [4. Interpretation 104](#_Toc454545142)  [5. Language 106](#_Toc454545143)  [6. JV, Consortium or Association 106](#_Toc454545144)  [7. Eligibility 106](#_Toc454545145)  [8. Notifications 107](#_Toc454545146)  [9. Governing Law 107](#_Toc454545147)  [10. Dispute Resolution 107](#_Toc454545148)  [eleven. Inspections and Audits of FPFOs 108](#_Toc454545149)  [12. Scope of delivery 109](#_Toc454545150)  [13. Delivery and Documents 109](#_Toc454545151)  [14. Supplier's responsibility 109](#_Toc454545152)  [15. Contract Amount 109](#_Toc454545153)  [16. Terms of payment 109](#_Toc454545154)  [17. Taxes and duties 110](#_Toc454545155)  [18. Guarantee and performance 111](#_Toc454545156)  [19. Copyright 111](#_Toc454545157)  [20. Confidential information 111](#_Toc454545158)  [21. Subcontracts 113](#_Toc454545159)  [22. Specifications and Standards 113](#_Toc454545160)  [23. Packaging and Documents 114](#_Toc454545161)  [24. Insurance 114](#_Toc454545162)  [25. Transport and contingency services 114](#_Toc454545163)  [26. Duties and Positions of the Engineer 115](#_Toc454545164)  [27. Liquidated losses 116](#_Toc454545165)  [28. Guarantee 117](#_Toc454545166)  [29. Patent reimbursement 118](#_Toc454545167)  [thirty. Disclaimer 119](#_Toc454545168)  [31. Changes in laws and regulations 120](#_Toc454545169)  [32. Force majeure 120](#_Toc454545170)  [33. Changes and Additions to the contract 121](#_Toc454545171)  [34. Extension 123](#_Toc454545172)  [35. Termination 123](#_Toc454545173)  [36. Signing 125](#_Toc454545174)  [37. Export restriction](#_Toc454545175) 125 |

**Section VIII General Conditions of Contract (GTC)**

|  |  |  |
| --- | --- | --- |
| **1. Definitions** | 1.1 The following words and phrases shall have the prescribed meanings: | |
|  | (A) "IPFO" means the Indian Embassy Funding Organization which refers to the Indian State.  (b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all appendices, and all documents incorporated herein by reference.  (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.  (d) "Contract Amount" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions, adjustments or deductions therefrom as may be made under the Contract.  (e) "Day" means a calendar day.  (f) "Completion" means the provision by the Supplier of the relevant services in accordance with the terms and conditions set forth in the Contract.  (g) "GTC" means the General Conditions of Contract.  (h) "Goods" means all goods, raw materials, machinery and equipment and/or other materials that the Supplier is required to supply to the Buyer under the Contract.  (i) "Purchaser's Country" means the country specified in the Special Conditions of Contract (STC).  (j) "Purchaser" means the person who purchases the Goods and related services as specified in the SCC.  (k) "Accompanying Services" means services associated with the supply of goods, such as insurance, installation, training and initial maintenance, and other similar obligations of the Supplier under the Contract.  (l) "SCC" means Special Conditions of Contract.  (m) "Subcontractor" means any person, private or public entity, or a combination of the foregoing, to whom the Supplier subcontracts any part of the Goods to be supplied or any part of the Related Services.  (o) "Supplier" means a person, private or public entity, or a combination of the foregoing, whose bid for the performance of the Contract has been accepted by the Purchaser and named as such in the Contract Agreement.  (o) "Project Site", where applicable, means the location specified in the QMS. | |
| **2. Contract Documents** | 2.1 In accordance with the order of precedence set forth in the Contract Agreement, all documents constituting the Contract (and all parts thereof) shall be relative, supplementary and mutually explanatory. The contract must be read in its entirety. | |
| **3. Fraud and Corruption** | 3.1 The FPTI requires compliance with the principles of the FPTI Anti-Corruption Guidelines and the existing sanctions policies and procedures set out in the WB Sanctions Framework, as set out in the Annex to the GCC.  3.2 The Purchaser shall require the Supplier to disclose any commissions or fees that may have been or are payable to agents or any other party in relation to the bidding process or the performance of the Contract. Disclosures must include, at a minimum, the name and address of the agent or other party, the amount and currency, and the purpose of the commission, tip or commission. | |
| **4. Interpretation** | 4.1 If the context so requires, singular means plural and vice versa.   * 1. Incoterms   (a) Unless otherwise conflicted by any provision of the Contract, the meaning of any trading term and the rights and obligations of the parties under it shall be in accordance with the provisions of the Incoterms specified in the SCC.  (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, are governed by the rules set forth in the current edition of the Incoterms as specified in the SCC and published by the International Chamber of Commerce in Paris, France.   * 1. Full Agreement   The Contract constitutes the entire agreement between the Buyer and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) between the parties in respect of them entered into prior to the date of the Contract.   * 1. Amendment   No amendment or other modification to the Contract shall be valid unless it is in writing, dated, expressly refers to the Contract and signed by a duly authorized representative of each party.   * 1. No right of withdrawal   (a) Subject to sub-clause 4.5(b) of the GCC below, no easing, forbearance, delay or connivance on the part of either party in the performance of any terms of the Contract or the granting of time by either party to the other shall prejudice, affect or limit the rights that party under the Contract, and neither party may waive any breach of the Contract as any subsequent or continuing breach of the Contract.  (b) Any waiver of 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 indicate the right and extent of the waiver.   * 1. autonomy   If any provision or condition of the Contract is prohibited or held invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other terms and conditions of the Contract. | |
| **5 Language** | 5.1 The Contract, as well as all correspondence and documents related to the Contract exchanged between the Supplier and the Buyer, must be written in the language specified in the QMS. Supporting documents and printed literature forming part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the said language, in which case, for purposes of interpreting the Contract, that translation shall prevail.  5.2 The Supplier shall bear all costs of translation into the main language and all risks associated with the accuracy of such translation for documents provided by the Supplier. | |
| **6 JV, Consortium or Association** | 6.1 If the Supplier is a joint venture, consortium or association, all parties shall be jointly and severally liable to the Purchaser for the performance of the provisions of the Contract and shall designate one of the parties as the leader with authority to bind the joint venture, consortium or association. The composition or constitution of a joint venture, consortium or association may not be changed without the prior consent of the Purchaser. | |
| **7 Eligibility** | 7.1 The Supplier and its Subcontractors must be nationals of the respective country. A Supplier or Subcontractor shall be deemed to be a citizen of a country if it is a citizen of, or incorporated, registered or registered in and acting under the provisions of the laws of that country.  7.2 All goods and ancillary services contracted and funded by the FPFI must originate in the respective countries. For the purposes of this paragraph, origin means the country where the goods were grown, mined, produced, manufactured or processed; or, through manufacturing, processing or assembly, other commercially recognized products are obtained that differ substantially in their essential characteristics from their components. | |
| **8 Notifications** | 8.1 Any notice given by one party to the other under the Contract must be in writing at the address specified in the SCC. The term "in writing" means a communication in writing acknowledging receipt.  8.2 A notice is effective upon delivery or the effective date of the notice, 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 QMS.  9.2 Throughout the term of the Contract, the Supplier shall comply with the prohibitions on the importation of goods and services into the Buyer's Country when:  (a) in accordance with law or official regulations, the country of the EA prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the UN Security Council under Chapter VII of the Charter of the United Nations, the EA Country prohibits any importation of goods from that country or any payment to any country, person or entity in that country. | |
| **10 Dispute Resolution** | 10.1 The EA and the Supplier shall make every effort to amicably resolve, through direct informal negotiations, any differences or disputes arising between them under or in connection with the Contract.  10.2 If, after twenty-eight (28) days, the parties have not been able to resolve their disputes or differences through such mutual consultation, then either the Purchaser or the Supplier may notify the other party of its intention to initiate arbitration as provided below. as to the subject matter of the dispute, and no arbitration in respect of that matter may be commenced if such notice is not given. Any dispute or difference in respect of which a Notice of Intention to Arbitrate under this paragraph has been given shall be finally settled by arbitration. Arbitration may commence before or after delivery of the Goods under the Contract. The arbitration shall be conducted in accordance with the rules of procedure set out in the SCC.  10.3 Notwithstanding any reference to arbitration in this document,  (a) the parties continue to perform their respective obligations under the Contract, unless they agree otherwise; and  (b) The Buyer shall pay to the Supplier any amounts due to the Supplier. | |
| **eleven Inspection and Audit of IFFO** | 11.1 The Supplier shall maintain and make every reasonable effort to ensure that its Subcontractors and subconsultants maintain accurate and systematic records and records in respect of the Goods in a form and detail that will clearly identify the associated time variations and costs.  11.2 Subject to clause 2.2 e. Appendices to the General Conditions The Supplier authorizes and causes its subcontractors and subconsultants to permit the FPFO and/or persons appointed by the FPFO to inspect the area and/or accounts and records relating to the procurement process, the selection and/or execution of the contract, and the audit of such accounts and records by auditors appointed by the FPFO at the request of the FPFO. The attention of the Supplier and its subcontractors and subconsultants is drawn to sub-clause 3.1, which, in particular, provides that actions aimed at materially interfering with the exercise of the rights of the FPFO to inspect and audit constitute a prohibited practice subject to termination of the Contract (as well as a determination of inadmissibility in in accordance with the sanctions procedures in force in the IPFO). | |
| **12 Scope of delivery** | 12.1 The supplied goods and related services must comply with those specified in the List of Requirements. | |
| **13 Delivery and Documents** | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of Goods and completion of related services must be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Delivery details and other documents to be provided by the Supplier are specified in the QMS. | |
| **14 Supplier's responsibility** | 14.1 The Supplier shall provide all Goods and related services included in the Supply Scope in accordance with GCC clause 12 and the Delivery and Completion Schedule in accordance with GCC clause 13. | |
| **15 Contract Amount** | 15.1 The prices charged by the Supplier for the supplied Goods and ancillary services performed under the Contract shall not differ from the prices indicated by the Supplier in its Bid, except for any price adjustments permitted in the SCC. | |
| **16 Terms of payment** | 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.  16.2 The Supplier's request for payment must be made to the Buyer in writing, accompanied by invoices describing, if necessary, the Goods and related services supplied, and documents submitted in accordance with clause 13 of the GCC, and after fulfillment of all other obligations stipulated in the Contract.  16.3 Payments must be made by the Buyer promptly, but in no case later than sixty (60) days after the invoice or request for payment has been presented by the Supplier and after the Buyer has accepted it.  16.4 The currencies in which payments are to be made to the Supplier under this Contract shall be those in which the Bid price is expressed.  16.5 In the event that the Purchaser fails to make any payment to the Supplier on the due date or within the period specified in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such overdue payment at the rate specified in the SCC for the period of delay until full payment, whether before or after a court or arbitration award. | |
| **17 Taxes and duties** | 17.1 For goods manufactured outside the Buyer's Country, the Supplier shall be solely responsible for all taxes, stamp duties, license fees and other similar fees imposed outside the Buyer's Country.  17.2. For goods manufactured in the Buyer's country, the supplier is solely responsible for all taxes, duties, license fees, etc. incurred prior to delivery of the goods purchased under the contract to the Buyer.  17.3. If any tax credits, rebates, surcharges or privileges may be available to Supplier in Buyer's country, Buyer shall use its best endeavors to enable Supplier to benefit from any such tax savings to the maximum extent permitted. | |
| **18 Performance guarantee** | 18.1 If required, as specified in the SCC, the Supplier shall, within twenty-eight (28) days from the date of notification of contract award, provide a Performance Security for the performance of the Contract in the amount specified in the SCC.  18.2 Proceeds from the Performance Security shall be paid to the Buyer as compensation for any losses resulting from the Supplier's failure to perform its obligations under the Contract.  18.3 As specified in the SCC, the Performance Security, if required, shall be expressed in the currency(s) of the Contract or in a freely convertible currency acceptable to the Purchaser; and must be in one of the formats specified by the Buyer in the QMS, or in another format acceptable to the Buyer.  18.4 The performance bond must be performed by the Purchaser and returned to the Supplier no later than twenty-eight (28) days after the date of performance of the Supplier's performance obligations under the Contract, including any performance obligations, unless otherwise specified in the SCC. | |
| **19 Copyright** | 19.1 Copyright in all drawings, documents and other materials containing data and information provided to the Buyer by the Supplier shall be retained by the Supplier or, if provided to the Buyer directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall belong to such a third party. | |
| **20 Confidential information** | 20.1 The Buyer and the Supplier shall maintain confidentiality and shall not, without the written consent of the other party, disclose to any third party any documents, data or other information provided by the other party directly or indirectly in connection with the Contract, whether such information was provided ​before, during or after the completion or termination of the Contract. Notwithstanding the foregoing, the Supplier may provide its Subcontractor with such documents, data and other information as it receives from the Purchaser, to the extent that the Subcontractor is required to perform its work under the Contract, in which case the Supplier shall obtain from such Subcontractor confidentiality, similar to that which was assigned to the Supplier in accordance with clause 20 of the GTC.  20.2 The Purchaser shall not use such documents, data and other information obtained from the Supplier for any purpose not related to the Contract. Likewise, the Supplier shall not use such documents, data and other information obtained from the Purchaser for any purpose other than the performance of the Contract.  20.3 A party's obligation under sub-clauses 20.1 and 20.2 of the GCC above, however, does not apply to information that:  (a) the Purchaser or Supplier shall share with the FPFE or other institutions involved in the financing of the Contract;  (b) now or in the future becomes public domain through no fault of that party;  (c) it can be shown to have been in the possession of that party at the time of disclosure and which had not previously been obtained, directly or indirectly, from the other party; or  (d) is otherwise lawfully made available to that party by a third party who has no obligation of confidentiality.  20.4 The foregoing provisions of paragraph 20 of the GTC in no way alter any obligation of confidentiality given by either party to this Agreement prior to the date of the Contract in respect of the Supply or any part thereof.  20.5 The provisions of clause 20 of the GCC shall survive the termination or termination, for any reason, of the Contract. | |
|  | | |
| **21 Subcontracts** | 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts entered into under the Contract, unless already specified in the Bid. Such notice in the original bid or later shall not relieve the Supplier of any of its obligations, duties, responsibilities or liability under the Contract.  21.2 Subcontracts shall comply with the provisions of paragraphs 3 and 7 of the GCC. | |
| **22 Specifications and standards** | 22.1 Technical specifications and drawings   1. Goods and related services supplied under this Contract must comply with the technical specifications and standards referred to in Section VI, List of Requirements, and, where no applicable standard is mentioned, the standard must be equivalent to or exceed the official standards, the application of which complies with the Country of origin of the goods. 2. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Buyer, by notice to the Buyer of such disclaimer. 3. Wherever reference is made in the Contract to the codes and standards by which it is to be carried out, the revision or revision of such codes and standards shall be in accordance with those specified in the List of Requirements. During the performance of the Contract, any changes to any such codes and standards shall only be applied upon the Purchaser's approval and shall be considered in accordance with clause 33 of the GTC. | |
| **23 Packaging and Documents** | 23.1 The Supplier shall ensure that the Goods are packaged in such a way as is necessary to prevent damage or deterioration in transit to their destination as specified in the Contract. During transport, packaging must be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. The size and weight of the crate should take into account, where appropriate, the remoteness of the final destination of the cargo and the absence of heavy vehicles at all points of transit.  23.2 Packaging, markings and documentation inside and outside of packages shall strictly comply with such special requirements as expressly provided in the Contract, including additional requirements, if any, specified in the QMS and in any other instructions prescribed by the Purchaser. | |
| **24 Insurance** | 24.1 Unless otherwise specified in the QMS, the Goods supplied under the Contract shall be fully insured - in the freely convertible currency of the relevant country - against loss or damage in connection with manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in in the manner specified in the SCC. | |
| **25 Transportation and contingency services** | 25.1 Unless otherwise specified in the QMS, the responsibility for arranging the carriage of the Goods shall be in accordance with the said Incoterms.  25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in the QMS:  (a) performing or supervising the on-site assembly and/or launch of the delivered Goods;  (b) providing the tools necessary for the assembly and/or maintenance of the supplied Goods;  (c) provision of a detailed operation and maintenance manual for each relevant unit of the supplied Goods;  (d) performing or supervising or maintaining and/or repairing the delivered Goods for a period of time agreed by the parties, provided that this service does not release the Supplier from any warranty obligations under this Contract; and  (e) training of Buyer's personnel at the Supplier's factory and/or site for the installation, start-up, operation, maintenance and/or repair of the supplied Goods.  25.3 The prices charged by the Supplier for unforeseen services, if not included in the Contract Price for the Goods, shall be agreed in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. | |
| **26 Duties and powers of the Engineer** | | 26.1 The Supplier shall, at its own expense and free of charge to the Buyer, carry out all such tests and/or inspections of the Goods and related services as specified in the QMS.  26.2 Inspection and testing may be carried out at the Supplier's or its Subcontractor's premises, at the point of delivery and/or final destination of the Goods, or at another location in the Buyer's Country as specified in the QMS. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and manufacturing data, shall be provided to the inspectors free of charge to the Purchaser.  26.3 The Purchaser or its authorized representative shall have the right to attend the tests and/or inspections referred to in sub-clause 26.2 of the QCC, provided that the Purchaser shall bear all of its own costs and expenses incurred in connection with such visit, including, but not limited to, all expenses for travel and meals.  26.4 Whenever the Supplier is willing to carry out any such test and verification, it shall notify the Purchaser reasonably, including of the place and time. The Supplier shall obtain from any relevant third party or manufacturer any necessary authorization or consent to allow the Purchaser or its authorized representative to participate in the testing and/or inspection.  26.5 The Purchaser may require the Supplier to carry out any tests and/or inspections not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the codes and specifications of the technical specifications under the Contract, provided that the Supplier's reasonable costs and expenses incurred in carrying out such testing and/or verification shall be added to the Contract Price. In addition, if such testing and/or inspection interferes with the performance of production and/or the Supplier's performance of its other obligations under the Contract, due account will be taken of the Delivery Dates and Completion Dates and other obligations involved.  26.6 The Supplier shall provide the Buyer with a report on the results of any such test and/or inspection.  26.7 The Buyer may reject any Goods or any part thereof that has not been tested and/or inspected or does not conform to specifications. The Supplier shall either repair or replace such rejected Goods or parts thereof or make any changes necessary to meet the specifications at no cost to the Buyer and shall repeat the test and/or inspection at no cost to the Buyer upon giving notice in accordance with with subclause 26.4 of the GTC.  26.8 The Supplier agrees that neither the performance of a test and/or inspection of the Goods or any part thereof, nor the presence of the Buyer or its representative, nor the issuance of any report in accordance with GTC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| **27 Liquidated losses** | | 27.1 Except as provided in clause 32 of the GCC, if the Supplier fails to deliver any or all of the Goods by the Delivery Date or provides related Services within the period specified in the Contract, the Buyer may, without prejudice to all of its other goods, deduct funds under the contract from the Contract price as recoverable damages in an amount equivalent to the percentage specified in the SCC of the delivered price of overdue Products or services not performed for each week or part of it delayed until actual delivery or performance, up to a maximum deduction in percentage specified in those SCC. After reaching the maximum, the Buyer may terminate the Contract in accordance with clause 35 of the GCC. |
| **28 Warranty period** | | 28.1 The Supplier warrants that all Goods are new, unused and of the latest or current models, and that they include all the latest improvements in design and materials, unless otherwise provided in the Contract.  28.2. Subject to GTC 22.1(b), Supplier also warrants that the Goods will be free from defects arising from any act or omission of the Supplier and from design, materials and workmanship under normal use under the conditions prevailing in the country. final destination.  28.3 Unless otherwise stated in the SCC, the warranty shall remain in effect for twelve (12) months after the Goods, or any part thereof, as the case may be, have been delivered to and accepted at the final destination specified in the SCC, or for eighteen (18) months after the date of departure from the port or place of loading in the country of origin, whichever period ends earlier.  28.4 The Purchaser shall notify the Supplier, stating the nature of any such defects, together with all available evidence thereof, promptly upon discovery. The Buyer shall provide the Supplier with all reasonable facilities to verify such defects.  28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the QMS, promptly repair or replace the defective Goods or parts thereof at no cost to the Buyer.  28.6 If the Supplier is notified that it does not remedy the defect within the period specified in the QMS, the Purchaser may take such corrective action as may be necessary within a reasonable period of time, at the risk and expense of the Supplier and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. |
| **29 Patent reimbursement** | | 29.1 The Supplier shall, subject to Purchaser's compliance with subsection 29.2 of the GCC, indemnify and hold harmless the Purchaser and its employees and officers from any and all claims, actions or administrative proceedings, claims, demands, damages, costs, and expenses of any nature, including fees and attorney's fees that the Buyer may incur 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 in existence on the Contract Date by reason of:  (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the site is located; and  (b) sales in any country of products manufactured by the Goods.  Such indemnity shall not extend to any use of the Goods, or any part thereof, other than for the purposes specified in or reasonably arising from the Contract, nor any breach resulting from the use of the Goods, or any part thereof, or any manufactured products, in combination or in combination with any other equipment, installations or materials not supplied by the Supplier in accordance with the Contract.  29.2 In the event that any proceeding or claim is brought against the Buyer in connection with the matters set forth in GCC Sub-Clause 29.1, the Buyer shall promptly notify the Supplier, and the Supplier may, at its own expense and at the expense of the Buyer, pursue such proceedings or claim and any negotiations to settle any such proceedings or claim.  29.3 If Supplier fails to notify Buyer within twenty-eight (28) days of such notice that it intends to pursue any such proceeding or claim, then Buyer may do so on its own behalf.  29.4 The Purchaser shall, at the request of the Supplier, provide all available assistance to the Supplier in the conduct of such proceedings or claims, and the Supplier shall reimburse all reasonable costs incurred in doing so.  29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from any and all suits, actions or administrative proceedings, claims, claims, losses, costs and expenses of any nature, including attorneys' fees and expenses, which the Supplier may incur in any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right, registered or otherwise in existence on the date of the Contract, arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Purchaser. |
| **thirty Disclaimer** | | 30.1 Except in cases of gross negligence or willful misconduct,   1. The Supplier shall not be liable to the Buyer, whether in contract, tort or otherwise, for any direct or indirect loss or damage, loss of use, loss of product or loss of profits or interest, provided that this exclusion does not apply to any Supplier's obligations to indemnify the Buyer and   (b) the Supplier's aggregate liability to the Buyer, whether under the Contract, in bad faith or otherwise, shall not exceed the total price of the Contract, provided that this limitation does not extend to the cost of repairing or replacing the defective equipment or any obligation of the supplier to indemnify the Buyer for patent infringement. |
| **31 Changes in laws and regulations** | | 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to the date of submission of the Bid, any law, regulation, decree, or order having the force of law is enacted, promulgated, repealed or modified in the Purchaser's Country where the area (which deemed to include any change in interpretation or application by the competent authorities) which subsequently affects the Delivery Date and/or Contract Price, then such Delivery Date and/or Contract Price will increase or decrease, respectively, to the extent that the Supplier thus , was affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be billed or credited separately if they are already taken into account in the price adjustment provisions, |
| **32 Force majeure** | | 32.1 The Supplier shall not be liable for forfeiture of the Performance Security, liquidated damages or termination of default if and if its delay in performance or other default in performance of its obligations under the Contract is the result of force majeure.  32.2 For the purposes of this paragraph, "force majeure" means an event or situation beyond the Supplier's control that is unforeseeable, unavoidable and not due to negligence or lack of care on the part of the Supplier. Such events may include, but are not limited to, the actions of the Buyer in his sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and cargo embargoes.  32.3 If a force majeure event occurs, the Supplier shall promptly notify the Purchaser in writing of such condition and its cause. Unless otherwise specified by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract to the extent practicable and seek all reasonable alternative means of performance not prevented by force majeure. |
| **33 Changes and additions to the contract** | | 33.1 The Purchaser may at any time order the Supplier, by means of a notice in accordance with clause 8 of the GCC, to amend the total scope of the Contract in any of the following clauses:  (a) drawings, designs or specifications where the Goods to be delivered under the Contract are to be specially made for the Buyer;  (b) method of shipment or packaging;  (c) place of delivery; and  (d) related services provided by the Supplier.  33.2 If any such change causes an increase or decrease in the cost or time required for the Supplier to comply with any provisions of the Contract, an equitable adjustment shall be made to the Contract Price or the Delivery/Completion Schedule, or both, and the Contract amended accordingly. Any claim by Supplier for an adjustment pursuant to this paragraph must be confirmed within twenty-eight (28) days from the date Supplier receives notice of the change to Buyer.  33.3 The prices to be charged by the Supplier for any ancillary services that may be required but not included in the Contract shall be agreed in advance by the parties and shall not exceed the prevailing rates charged by other parties by the Supplier for similar services.  33.4 Engineering Estimate: The Supplier may prepare, at its own expense, a cost estimate proposal at any time during the performance of the contract. The engineering quote must, at a minimum, include the following;  (a) the proposed change(s) and a description of the difference from existing contract requirements;  (b) a full cost/benefit analysis of the proposed change(s), including a description and estimate of the costs (including life cycle costs) that the Buyer may incur in implementing the cost estimate proposal; and  (c) a description of any impact(s) of the change on performance/functionality.  The buyer may accept an engineering quotation if it demonstrates benefits that:  (a) expedite the delivery time; or  (b) reduce the contract price or life cycle cost for the Buyer; or  (c) improve the quality, performance or sustainability of the Goods; or  (d) provides any other benefits to the Buyer,  without compromising the necessary functions of the objects.  If the engineering quotation is approved by the Buyer and results in:  (a) a reduction in the Contract Price; the amount payable to the Supplier shall be the percentage specified in the SCC 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 payable to the Supplier shall be the full increase in the Contract Price.  33.5 Subject to the foregoing, no additions or changes to the terms of the Contract are allowed, except for written changes signed by the parties. |
| **34 Extension** | | 34.1 If at any time during the performance of the Contract the Supplier or its subcontractors should encounter conditions preventing the timely delivery of the Goods or the performance of the Related Services in accordance with GCC Clause 13, the Supplier shall promptly notify the Buyer in writing of the delay, which is likely to be of duration and her reason. As soon as practicable upon receipt of the Supplier's notification, the Buyer shall evaluate the situation and may, at its discretion, extend the Supplier's delivery time, in which case the extension will be ratified by the parties by amending the Contract.  34.2 Except in the event of force majeure as provided in GCC Clause 32, a delay in performance by the Supplier of its obligations to deliver and complete shall result in the Supplier being liable for liquidated damages in accordance with GCC Clause 26, unless a time extension is agreed upon in accordance with with subclause 34.1 of the GCC. |
| **35 Termination** | | 35.1 Default Termination  (a) The Buyer, without prejudice to any other remedies for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:  (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or under any extension granted by the Buyer in accordance with clause 34 of the GCC;  (ii) if the Supplier fails to perform any other obligation under the Contract; or  (iii) if the Supplier, in the opinion of the Purchaser, has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the GCC Appendix, in the completion or performance of the Contract.  (b) In the event that the Purchaser terminates the Contract, in whole or in part, in accordance with paragraph 35.1(a) of the GCC, the Purchaser may procure, on such terms and in such manner as it deems appropriate, Goods or ancillary services similar to those have not been delivered or performed and the Supplier shall be liable to the Buyer for any additional costs for such similar Goods or related services. However, the Supplier shall continue to perform the Contract to the extent not terminated.  35.2 Termination for Insolvency.  (a) The Buyer may terminate the Contract at any time by notifying the Supplier if the Supplier becomes IPFOrot or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that accrued or will accrue thereafter for the Purchaser.  35.3 Termination for convenience.  (a) The Buyer, by notice to the Supplier, may terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall state that the termination is for the convenience of the Buyer, the extent to which the Supplier's performance under the Contract is terminated, and the date such termination becomes effective.  (b) Goods that have been completed and ready for dispatch within twenty-eight (28) days after receipt by the Supplier of notice of termination shall be accepted by the Buyer at the terms and prices of the Contract. For the remaining Goods, the Buyer may choose:  (i) that any part be completed and delivered in accordance with the terms and prices of the Contract; and/or  (ii) cancel the remainder and pay the Supplier the agreed amount for partially completed Goods and related services, and for materials and parts previously purchased by the Supplier. |
| **36 Signing** | | 36.1 Neither the Purchaser nor the Supplier may assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party. |
| **37 Export restriction** | | 37.1 Notwithstanding any obligation under the Contract to comply with all export formalities, any export restrictions associated with the Purchaser, the Purchaser's country or the use of the supplied products/goods, systems or services that result from the trade regulations of the country supplying those products/goods, systems or services and materially preventing the Supplier from performing its obligations under the Contract, releases the Supplier from its obligation to provide supplies or services, provided that the Supplier can always demonstrate the satisfaction of the Buyer and the FPFO that it has timely completed all formalities, including the filing of applications for permits and licenses necessary for export of products / goods, systems or services in accordance with the terms of the Contract.Termination of the Contract on this basis is for the convenience of the Buyer in accordance with sub-clause 35.3. |

**APPENDIX TO THE GENERAL CONDITIONS OF THE CONTRACT**

***(The text in this application is not subject to change)***

**Fraud and Corruption**

1. **Target**
   1. The principles of the FPFO Anti-Corruption Guidelines and this annex apply to the procurement of investment projects financed by the FPFO.
2. **Requirements**
3. The FATF requires that EAs (including beneficiaries of FAFI funding); bidders (applicants), consultants, contractors and suppliers; any subcontractors, subconsultants, service providers or suppliers; any agents (declared or not); and any of their personnel, uphold the highest standards of ethics in the procurement, selection and execution of FPFO-funded contracts, and refrain from fraud and corruption.

2.2 To this end, the FPFO:

(a) Defines, for the purposes of this provision, the conditions set out below as follows:

(i) “corrupt act” means offering, giving, receiving or soliciting valuables, directly or indirectly, improperly influencing the actions of another party;

(ii) "Fraud" means any act or omission, including misrepresentation, whether knowingly or recklessly, or attempting to mislead, obtain a financial or other benefit from a party, or avoid liability;

(iii) "collusion" means an agreement between two or more parties to achieve an improper purpose, including improperly influencing the actions of the other party;

(iv) "coercive action" means causing damage or harm, or threatening to violate or damage, directly or indirectly, any property of the participant, improper influence on one of the parties;

(v) "obstructive practice"implies

(aa) intentionally destroying, falsifying, altering, or concealing physical evidence from an investigation, or making false statements to investigators in order tomake it materially difficult for the FOI to investigate allegations of corruption, fraud, coercive or collusive practices; and/or threats, harassment or intimidation by either party to prevent disclosure of information about matters relevant to the investigation or investigation, or

(bb) actions aimed at significantly complicating the inspections of the FPFO and the conduct of the audit, provided for in paragraph 2.2 (e) below.

(b) will reject an offer to award a contract if it determines that the nominated Participant, or any of its personnel, and/or employee(s) from its agents,sub-consultants, sub-contractors, service providers, and/or their employees, is directly or indirectly involved in corrupt, fraudulent, coercive or collusive practices in bidding for this contract;

(V) In addition to the remedies set forth in the applicable legal agreement, other appropriate action may be taken, including declaring illegal purchases, if the IPFO determines at any time that the representatives of the EA or the recipient of any part of the proceeds of the loan are involved in corruption , fraud, coercive or collusive practices during the procurement process, selection and/or execution of the relevant contract, and the EA failed to take timely and appropriate action acceptable to the FATF to address such practices when they occurred, including late notification IPFO about this practice;

(G) In accordance with the APFO Anti-Corruption Guidelines and in accordance with applicable sanctions procedures and policies, the APFO may sanction a firm or individual at any time, including by publicly declaring such firm or individual disqualified for an indefinite or specified period. time: (i) obtain or otherwise benefit from the FPFI-funded contract, financially or otherwise1; (ii) be a nominated subcontractor, consultant, manufacturer, or supplier or service provider of another eligible firm that is receiving a contract funded by the FATF; and (iii) receive income from any loan made by the FATF or otherwise participate in the preparation or implementation of any FATF-funded project;[[4]](#footnote-4);

(e) require that bidding documents and contracts financed by FPFO loans include a clause requiringallow review3 by the APFO of all accounts, records and other documents of participants, suppliers and contractors, and their subcontractors, agents, employees, consultants, service providers or suppliers relating to the filing of bids and performance of contractual obligations, and, be verified by auditors appointed by the APFO.

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| Section IX Special Conditions of Contract (SCC) |

The following Special Conditions of Contract shall supplement/ and/or modify the General Conditions of Contract (GTC). In the event of any conflict, the provisions of this document shall prevail over the provisions of the GCC.

*[Buyer indicates appropriate wording using the samples below, or other acceptable wording, and deletes italic text]*

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| **GCC 1.1(s)** | Buyer Country:***The Republic of Uzbekistan*** |
| **OUK 1.1 (k)** | Buyer: Ministry of Preschool and School Education of the Republic of Uzbekistan |
| **OUK 1.1 (p)** | The object(s) of the project/final purpose(s) are: Ministry of Preschool and School Education of the Republic of Uzbekistan |
| **OUK 1.1 (p)** | Consignee - an organization receiving the Cargo.  **To be determined later**  To whom:  Address:  City: Tashkent  Country: Republic of Uzbekistan  Attention:  Telephone:  Fax number: |
| **OUK 1.1 (c)** | **Ministry of preschool and school education of the Republic of Uzbekistan**  Uzbekistan, Tashkent, Shaykhontokhur district, Navoi street, building 2A [*www.uzedu.uz*](http://www.uzedu.uz) |
| **OUK 1.1 (t)** | **Ministry of preschool and school education of the Republic of Uzbekistan** |
| **GCC 4.2 (b)** | The version of Incoterms will be "Incoterms 2010" |
| **GCC 5.1** | Language must be: Russian, English |
| **GCC 8.1** | For notices, Buyer's address must be:  ***Ministry of preschool and school education of the Republic of Uzbekistan***  Address: st. Navoi, house 2A  City: Tashkent  Attention: Alham Shaymardanov  Phone: +998999588880  For notices, the Consignee's address must be:  To whom:  Address:  City:  Attention:  Telephone:  Fax number:  For notifications, the Payer's address must be:  ***Ministry of preschool and school education of the Republic of Uzbekistan***  Address: st. Navoi, house 2A  City: Tashkent  Attention: Alhamjon Muradovich Shaimardanov  Phone: +998999588880  Email: a.shaymardanov[@uzedu.uz](mailto:ems_piu@jpib.uz) |
| **GCC 9.1** | The applicable law is the law of: Republic of Uzbekistan |
| **GCC 10.2** | The rules of procedure for arbitration under GCC Clause 10.2 shall be as follows:  *"Clause 10.2(a) is retained in the case of a Contract with a foreign Supplier, and clause 10.2(b) is retained in the case of a Contract with a citizen of the Purchaser's Country."*  (a) Contract with a foreign supplier:  Any dispute, controversy or claim arising out of or in connection with this Contract, or its breach, termination or invalidity, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The arbitration will take place at the Kazakhstan International Arbitration Court, Almaty, Kazakhstan.  (b) Contracts with a supplier who is a citizen of the Buyer's country:  Any disputes, disagreements and claims arising between the Buyer and the Supplier shall be resolved by arbitration in accordance with the applicable legislation of the Republic of Uzbekistan on arbitration and the procedure for settling economic disputes in connection with the Contract or in connection with it, or violation, termination and loss of the Contract. The arbitration will take place in the Tashkent City Economic Court of the Republic of Uzbekistan. |
| **GCC 13.1** | Delivery information and other documents provided by the Supplier must be:  All documents submitted to the Buyer must contain the following information:  Project name: Equipping secondary schools in the Syrdarya region with computers.  Credit  Contract No. No. \_\_\_\_\_\_ dated \_\_\_\_\_  Letter of Credit No. (in case of payment via Letter of Credit)  Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Buyer: Ministry of Preschool and School Education of the Republic of Uzbekistan  Payer: Indian Embassy  ***For goods supplied from abroad in accordance with CIP, Incoterms 2010:***  Upon shipment, the Supplier shall notify the Buyer by telex or fax of the full details of the shipment, including the Contract number, description of the Goods, quantity, ship, invoice number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Buyer:   1. Original and three copies of the Supplier's invoice indicating the description of the Goods, indicating the quantity, unit price of the Goods and the total amount. Invoices must be signed in original and certified by the seal of the Supplier's company; 2. Original and two copies of a negotiable clean airborne bill of lading marked “freight paid” and three copies of a non-negotiable bill of lading or rail/road/freight/air or multimodal bill of lading showing delivery to final destination; 3. Original and three copies of the packing list indicating the contents of each package and the serial number of the Goods; 4. insurance certificate; 5. Original and three copies of the Manufacturer's or Supplier's warranty certificate indicating the serial number of the Goods; 6. Registration certificate issued by an authorized organization in the Republic of Uzbekistan for each item of Goods, in accordance with the procedures specified in Appendix A of the Special Conditions of the Contract;   The Buyer in English shall receive Documents 1-7 with Russian translation at least one week prior to the arrival of the Goods at its destination, and if it is not received or if the documents are not correct, the Supplier will be responsible for any subsequent costs.  When delivering the Goods to the final destination (Consignee's warehouse) in the Buyer's country, the Supplier must provide the following documents:   1. Certificate of Conformity issued by an authorized organization in the Republic of Uzbekistan for each item of Goods in accordance with the procedures specified in Appendix B of the Special Conditions of the Contract; 2. Hygiene certificate issued by the Republican SES Center in accordance with the procedures specified in Annex B of the Special Conditions of the Contract; 3. The act of acceptance and transfer of goods (report on acceptance of goods) issued by the Buyer, indicating that all goods have been delivered; 4. Certificate of acceptance of installation works on equipment issued by the Buyer, indicating that all goods have been installed, tested, commissioning and commissioning have been carried out; 5. The act of conducting personnel training on equipment issued by the Buyer;   ***For Goods supplied from the territory of the Buyer's country:***  After the delivery of the Goods to the warehouse, the Supplier must notify the Buyer and provide him with the following documents:   * + - 1. Original and three copies of the Supplier's invoice indicating the Contract number, description of goods, quantity, unit price and total amount. Invoices must be signed in original and stamped by the Company;       2. Original and two copies of a non-negotiable bill of lading or rail/road/freight/air waybill or multimodal bill of lading showing delivery to final destination;       3. Original and three copies of the packing list indicating the contents of each package and the serial number of the goods;       4. Original and three copies of the Manufacturer's or Supplier's Warranty Certificate;       5. Original and three copies of the certificate of origin issued by the Chamber of Commerce of the country of origin;       6. The act of acceptance and transfer of goods (report on acceptance of goods) issued by the Buyer, indicating that all goods have been delivered;       7. Certificate of acceptance of installation works on equipment issued by the Buyer, indicating that all goods have been installed, tested, commissioning and commissioning have been carried out;       8. The act of conducting personnel training on equipment issued by the Buyer;   If the documents received are incorrect, the Supplier will be liable for any subsequent costs. |
| **GCC 15.1** | The prices charged for the supplied Goods and related Services are not subject to adjustment. |
| **GCC 16.1** | GCC 16.1. The method and terms of payment to be made to the Supplier under this Contract shall be performed as follows:  ***Payment for Goods delivered from abroad:***  Payment of the part in foreign currency shall be made in the currency of the Contract Price as follows:  **Advance payment:**twenty-five (25) percent of the Contract Price shall be paid within thirty (30) days after receipt by the Buyer of:  A. Application or invoice for advance payment;  b. The IPFO guarantee for an advance payment of an equivalent amount, which shall be valid until the date of delivery of the Goods in full, and in the form provided in these tender documents or in another form acceptable to the Buyer. The FDFI guarantee must be confirmed by a SWIFT message sent by the FDFI that issued the guarantee to the Payer's FDFI confirming the authenticity of the Guarantee  BENEFICIARY:  Ministry of preschool and school education of the Republic of Uzbekistan  BIC code: MFRUUZ22  Address: 29, Istiqlol street, Tashkent, 100017  Account USD: 23 402 840 900 100 001 011  BANK OF BENEFICIARY: Central Bank of the Republic of Uzbekistan  SWIFT Code: CBUZUZ22.  CORRESPONDENT OF BENEFICIARY`S BANK: CITIBANK, NEW YORK. Corr. Acc.: 36115651, SWIFT Code: CITIUS33  **When shipping:**Sixty-five (65) percent of the Contract Price of the shipped Goods shall be paid by means of an irrevocable confirmed (or unconfirmed at the Supplier's choice) Letter of Credit opened by the Payer in favor of the Supplier in the FPFO of its country, upon presentation. documents referred to in paragraphs (1-7) in the GCC, paragraph 13.1. IPFO fees associated with a letter of credit in the Republic of Uzbekistan are charged at the expense of the Payer. IPFO fees associated with a letter of credit, including confirmation fees, outside the Republic of Uzbekistan are charged to the Supplier. Fees for amendments to the letter of credit at the request of the Supplier are charged at its expense.  **Upon acceptance:**Ten (10) per cent of the Contract Price shall be paid to the Supplier by direct IPFA payment within thirty (30) days after delivery of the Goods and submission of the documents specified in clauses (8-12) in clause 13.1 of the QMS.  **Payment for goods delivered within Uzbekistan.**  **Advance payment:**Twenty five (25) percent of the Contract Price shall be paid within thirty (30) days from the date of receipt by the Payer of:  **•**Application or invoice for advance payment;  **•**The IPFO guarantee for an advance payment of an equivalent amount, which shall be valid until the date of delivery of the Goods in full, and in the form provided in these tender documents or in another form acceptable to the Buyer. The guarantee must be validated by the FATF by a SWIFT message sent by the FATF that issued the guarantee to the Payer's FATF, confirming the authenticity of the Guarantee;  **When shipping:**Sixty-five (65) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after delivery of the Goods and submission of the document referred to in paragraphs (1-6) in paragraph 13.1 of the QMS.  **Upon acceptance:**Ten (10) per cent of the Contract Price shall be paid to the Supplier in direct IPFA payments within thirty (30) days after delivery of the Goods and submission of the documents referred to in clauses (7-11) in clause 13.1 of the OSCC.  All payments to Uzbek suppliers are made by direct FPFO transfer to the FPFO account of the Supplier within thirty (30) days after the submission of the relevant documents specified above. If the Uzbek supplier is the manufacturer of the supplied goods, payment can be made in foreign currency. |
| **GCC 16.5** | The late payment period after which the Buyer pays the supplier interest is 60 (sixty) days.  The interest rate to be applied is 0.01% for each week of delay. |
| **GCC 18.1** | Collateral for the performance of the Contract is required  The amount of the Performance Bond shall be equal to: 10,000 dollars, the Security shall be sent via SWIFT to the Buyer's FPO. FPFO The guarantee will be confirmed by the local FPFO via SWIFT message. |
| **GCC 18.3** | If necessary, the Performance Security Collateral shall be in the form of: “IPFO Guarantees” in the form specified in Section IX of the “Contract Forms” and shall be expressed in the currencies of payment under the Contract in accordance with their parts in the Contract Price”. The Collateral Performance Security is issued in the name of the Buyer. |
| **GCC 18.4** | The Contract Performance Bond must be redeemed: upon acceptance of the Goods, the amount of the bond must be reduced by $7,000 to cover the Supplier's warranty obligations.  If the Supplier is liable under GCC 28.5 for an obligation to extend the Warranty Period, the performance guarantee shall be extended for a period equal to the extension of the Warranty Period period. |
| **GCC 23.2** | Packaging, marking and documentation inside and outside the package must be:  Each box in the package must have the name of the Goods in English.  A copy of the packing list and a certificate of quality are enclosed in each box by the Supplier. Two copies of the packing list with details of the entire consignment are placed in box no. 1.  Marking must be in the following format:   |  |  | | --- | --- | | Project Name:**Equipping secondary schools of Syrdarya region with computers** | Project name: Equipping secondary schools in the Syrdarya region with computers | | Credit#6210UZ | Credit No: 6210UZ | | Contract # MOPE-03-01/07-G1\_ | Contract No.: MOPE-03-01/07-G1 dated\_\_ | | Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Buyer: | Buyer: | | Consignee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Recipient: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | case #. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Drawer No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Gross weight: \_\_\_\_\_\_\_\_\_\_\_\_\_ | Gross weight: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Net weight: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Net weight: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   Small packages containing documentation, tools, small parts, etc. placed in each box must be securely attached to the main unit to prevent loss or loss during unpacking.  Heavy and fragile parts are packed separately to avoid damage to the latter. When parts of this kind are separated for placement in separate packages, they are neatly marked in Russian and English for ease of repacking or assembly. |
| **GCC 24.1** | Insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "warehouse" to "warehouse" for "all risks", including risks associated with military operations and strikes. |
| **GCC 25.2** | Related services provided include:  according to the List of Related Services and the Schedule for completion of the List of Requirements for Delivery |
| **GCC 26.1** | Checks and tests should be:  **Before shipment:**   1. Registration of goods in accordance with the procedures specified in Appendix A of the Special Conditions of the Contract;   When delivering the Goods to the final destination (Customs warehouse) in the country of the Buyer, the Supplier must submit the following documentation:   1. Certificate of Conformity issued by an authorized organization in the Republic of Uzbekistan for each item of Goods in accordance with the procedures specified in Appendix B of the Special Conditions of the Contract   The Consignee shall act as the Buyer's representative for the purposes of clause 26 of the GCC. Upon receipt of the Goods at the final destination, the Buyer's Representative shall inspect the Goods or part of the Goods to ensure that they comply with the terms of the Contract and issue the Certificate(s) of Confirmation to the Supplier in respect of such Goods (or part of the Goods). The acceptance certificate is issued within 10 working days from the receipt of the Goods or part of the Goods at the final destination and must contain a description of the Goods, quantity, unit and total cost. |
| **GCC 26.2** | Checks and tests are carried out at the destination (customs warehouse). |
| **GCC 27.1** | The penalty is: half a percent (0.5)% per week.  The maximum amount of the penalty is: ten (10)% of the contract price. |
| **GCC 28.3** | According to the technical specifications of each item |
| **GCC 28.5** | Upon receipt of notice of the defect, the Supplier shall, within thirty (15) days, repair or replace the defective Goods or part thereof free of charge for the Buyer.  New parts and components must be used during repairs. |
| **GCC 28.6** | If the Supplier fails to remedy the defects within 15 days of receipt of the notice, the Buyer may apply the necessary sanctions at the Supplier's expense and without prejudice to any other rights that the Buyer may have under the contract with the Supplier.  Applicable penalty rate in case of failure to correct defects within the specified period: half (0.5) percent per week of the total value of the defective Goods, according to the Price Table.  If the product or part thereof cannot be used due to a defect and/or damage caused, the Warranty Period for the Product or part thereof, as the case may be, will be extended for a period equal to the period during which this product or part thereof cannot be used by the Buyer due to any of the above reasons. |
| **GCC 33.5** | No changes or modifications to the terms of the Contract are allowed, except for written changes signed by both parties. |

**Appendix A**

**CERTIFICATION OF GOODS.**

According to current legislationRUz and the "List of products manufactured in Uzbekistan and imported into its territory, subject to mandatory certification"\*, the supplier of equipment / goods to Uzbekistan must accompany each item of the lot with a Certificate of Conformity for customs clearance procedures for equipment / goods for their further use in Uzbekistan.

* Statement;
* Registration certificate;
* Railway or road waybill, consignment note or other bills of lading listed in QCC 7. Delivery and Documents (GCC Clause 12). item (ii) for goods supplied from abroad;
* invoice;
* Quality certificate issued by the regulatory authorities of the country of origin (original or copy, stamped or stamped by the manufacturer);
* Technical specifications in Russian;
* A copy of the Contract;

Certificate of origin

Appendix B

|  |
| --- |
| Section X. Forms of Contract |

Form List

Award Notice

Form of disclosure of information on the founding right of ownership

Acceptance Letter

Contract Agreement

Contract Performance Guarantee

Advance payment guarantee

Award Notice

**[This Notice of Award must be sent to each Bidder that submitted a Bid, unless the Bidder has previously received a notice of exclusion from the process at an intermediate stage of the procurement process.]**

**[Submit this Notice to the Member's Designated Representative identified on the Member's Information Form.]**

To the attention of the official representative of the Participant

Name: [insert name of authorized representative]

Address: [insert address of authorized representative]

Phone/fax numbers: [insert phone/fax numbers of the Authorized Representative]

E-mail address: [insert e-mail address of the Authorized Representative]

***[IMPORTANT: Please indicate the date on which this Notice will be given to participants. The notification must be sent to all participants at the same time. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSFER:**this notice was sent to: [email/fax] [date] (local time)

**Notice of intent to award**

**Buyer:***[insert buyer's name]*

**Project:***[insert project name]*

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

**A country:***[indicate the country where the Invitation to Bid is issued]*

**Loan Number/Loan Number/Grant Number:***[insert reference number for loan/credit/grant]*

**No. of Invitation to Bid:***[insert the reference number of the Invitation to Participate in the Procurement Plan]*

This Notice of Intent to Award (Notice) notifies you of our decision to award the above contract. The transmission of this notification begins a waiting period. During the waiting period, you can:

1. request clarification on the evaluation of your bid and/or
2. file a procurement-related complaint in connection with a contract award decision.
3. **Winning Contestant**

|  |  |
| --- | --- |
| **Name:** | [insert the name of the winning participant] |
| **Address:** | [insert the address of the winning participant] |
| **Contract value:** | [indicate the amount of the Contract of the winning participant] |

1. **Other Bidders [INSTRUCTIONS: Enter the names of all bidders who submitted a bid. If the Bid amount has been estimated, include the estimated amount as well as the bid amount as read.]**

|  |  |  |
| --- | --- | --- |
| **Name of the Bidder** | **Cost of the Bid** | **Estimated offer price**  **(if applicable)** |
| [insert name] | [insert bid price] | [indicate the estimated price of the offer] |
| [insert name] | [insert bid price] | [indicate the estimated price of the offer] |
| [insert name] | [insert bid price] | [indicate the estimated price of the offer] |
| [insert name] | [insert bid price] | [indicate the estimated price of the offer] |
| [insert name] | [insert bid price] | [indicate the estimated price of the offer] |

1. **Reason(s) why your bid was judged as not successful**

|  |
| --- |
| ***[INSTRUCTIONS: Indicate the reason(s) why this proposal was judged to be unsuccessful. Do NOT include: (a) a comparison with another bidder's proposal, or (b) information that the bidder has marked as confidential in their proposal.]*** |

1. **How to request clarification on proposal evaluation**

|  |
| --- |
| **DEADLINE: The deadline for requesting analysis is midnight on [insert date] (local time).**  You can request a report on the evaluation of your proposal. If you choose to request a tally, your written request must be made within three (3) business days of receipt of this notice of intent to award a contract.  Specify the name of the contract, reference number, name of the Participant, contact details; and respond to the debriefing request as follows:  **Attention:***[insert person's full name, if applicable]*  **Job title:***[specify position]*  **Agency:***[insert Buyer's name]*  **E-mail address:***[insert email address]*  **Fax number:***[insert fax number]***delete if not used**  If your request for analysis is received within 3 business days, we will provide a reference within 5 (five) business days of receiving your request. If we are unable to complete the review within this period, the waiting period will be extended by five (5) business days after the date of the review. If this happens, we will notify you and confirm the end date for the extended waiting period.  The review can be done in writing, by phone, via videoconference, or in person. We will notify you in writing promptly of the progress of the analysis and confirm the date and time.  If the deadline for requesting an analysis has expired, you can still request a flight analysis. In this case, we will conduct a review as soon as reasonably practicable and generally no later than fifteen (15) business days from the date of publication of the Contract Award Notice. |

1. **How to file a complaint**

|  |
| --- |
| **Period: A procurement complaint challenging an award decision must be filed by midnight on [insert date] (local time).**  Specify the name of the contract, reference number, name of the Participant, contact details; and handle a procurement-related complaint as follows:  **Attention:***[insert person's full name, if applicable]*  **Job title:***[specify position]*  **Agency:***[insert Buyer's name]*  **E-mail address:***[insert email address]*  **Fax number:***[insert fax number]***delete if not used**  At this point in the procurement process, you may file a procurement-related complaint that challenges the decision to award a contract. You do not need to request or receive an analysis prior to filing a complaint. Your complaint must be filed within the waiting period and received by us before the end of the waiting period.  So there are four basic requirements:   1. You must be a "stakeholder". In this case, this means the bidder who submitted the bid for this procurement and is the recipient of the notification of intent to award. 2. The complaint can only challenge the decision to award the contract. 3. You must file your complaint within the time limit above. 4. You must include in your complaint all information required by the Purchasing Regulations (as described in Appendix III). |

1. **Waiting period**

|  |
| --- |
| **DEADLINE: The waiting period must end at midnight on [insert date] (local time).**  The waiting period is ten (10) business days after the date of submission of this Notice of Intent to Award.  The waiting period may be extended as set out in Section 4 above. |

If you have any questions regarding this notice, please feel free to contact us.

On behalf of the Buyer:

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

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Job title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Letter of Acceptance

*[Buyer's letterhead]*

*[date of]*

To whom:*[vendor name and address]*

Subject: Notice of award of Contract no. . . . . . . . . . .

We hereby inform you that your Bid dated . . . .***[insert date] . .***. . for execution. . . . . . . . [indicate the name of the Contracts identification number as specified in the QMS***]***. . . . . . . . . . for the fixed amount of the Contract. . . . . . . .***. [indicate the amount in figures, words and the name of the currency]***, as amended and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to provide (i) a 28-day performance bond in accordance with the Terms of Contract, using one of the forms of a performance bond for this purpose, and (ii) additional information on beneficial ownership in accordance with ICT IUT 48.1 within eight (8) business days using the Beneficial Ownership Disclosure Form included in Section X of the Bidding Documents Contract Form.

Signature of authorized person:

Name and position of the signatory:

Agency name:

**Appendix: Contract Agreement**

|  |
| --- |
| Contract Agreement  [Winner must complete this form in accordance with the instructions provided] |

THIS AGREEMENT was entered into on [insert number] day of [insert month], [insert year].

BETWEEN

(1) [*[insert full name of Purchaser], [insert a description of the type of legal entity, such as an agency of the Ministry of … government of {insert name of Buyer's country} or a registered corporation under the laws of {insert name of Buyer's country}]*and have their principal place of business at [insert Buyer's address] (hereinafter referred to as "Buyer"), on the one hand, and

(2) [insert Supplier's name], a corporation organized under the laws of [insert: Supplier's country] and having its principal place of business at [insert: Supplier's address] (hereinafter referred to as "Supplier"), on the other hand:

WHEREAS, the Buyer has published an Invitation to Bid for certain goods and related services, namely [insert a brief description of the goods and services] and has accepted this Supplier's bid for the supply of such goods and services.

The Buyer and the Supplier agree to the following:

1. In this Agreement, words and expressions have the same meaning as respectively referred to in the Contract Documents.

2. The following documents are considered to be formed and will be read and construed as part of this Agreement. This Agreement shall take precedence over all other Contract Documents.

1. Acceptance Letter
2. Bid Submission Letter - Technical Part
3. Bid Submission Letter - Financial Part
4. Special conditions of the Contract
5. General Conditions of the Contract
6. Specifications (including the List of Requirements and Technical Specifications)
7. Completed Tables (including Price Tables)
8. any other document specified in the GTC as part of the Contract

3. With regard to the payments to be made by the Buyer to the Supplier as set out in this Agreement, the Supplier hereby enters into an agreement with the Buyer for the provision of goods and services and for the indemnification of defects that may be found therein, in full accordance with the provisions of the Contract.

4. The Buyer hereby agrees to pay the Supplier, taking into account the delivery of goods and services and the correction of defects that may be found in them, the price of the Contract (indicate the accepted amount of the contract) or such other amount as may be payable in accordance with the provisions of the Contract, at the time and subject in the manner prescribed in the Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement in accordance with the laws of [insert the name of the country whose law is the governing law for the Contract] on the day, month and year indicated at the beginning of this document.

**For and on behalf of the Buyer:**

Signature: [insert signature]

as [insert name or other appropriate designation]

in the presence of [insert name of official witness]

**For and on behalf of the Supplier:**

Signature: [insert the signature of the authorized representative(s) of the Supplier]

as [insert name or other appropriate designation]

in the presence of [insert name of official witness]

|  |
| --- |
| Contract Performance Guarantee |

**(Bank Guarantee)**

*[On the Guarantor's letterhead or SWIFT number]*

**Beneficiary:** *Ministry of Preschool and School Education of the Republic of Uzbekistan under the Ministry of Health of the Republic of Uzbekistan Address: st. Faroby-2)*

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

**PERFORMANCE GUARANTEE No.:** *[insert warranty number]*

**Guarantee:***[insert name and address of place of issue if not indicated on letterhead]*

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

In addition, we understand that under the terms of the Contract, a guarantee of performance of the contract is required.

At the request of the Applicant, we, as the Guarantor, hereby irrevocably undertake to pay to the Beneficiary any amount or amounts not exceeding the total amount of [insert amount in figures] (……) [insert amount in words],1 and this amount is payable in those currencies and in that proportion thereof in which the Contract Price is paid, upon receipt by us of the relevant demand of the Beneficiary, supported by the wording of the Beneficiary, as in the demand itself, or in a separately signed document, accompanying or constituting a demand indicating that the Applicant has breached its obligations under the Contract, and without the need of the Beneficiary to prove or describe the reasons for his claim or the amounts indicated in it.

This warranty expires no later than the day of…… month……, 2…2, and any claim for payment under it must be received by us at the address above or before that date.

This warranty is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 edition, ICC publication No. 758, except that the additional wording under Article 15(a) is deleted.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*[signature(s)]*

***Note: All italic text (including footnotes) is for use only in the preparation of this form and must be removed from the final document.***

|  |
| --- |
| Advance payment guarantee |

*[On Guarantor letterhead or SWIFT number]*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Beneficiary:**[insert Name and Address of Beneficiary]

**Date of:**[insert release date]

**ADVANCE PAYMENT GUARANTEE no.:***[insert warranty number]*

**Guarantee:***[insert name and address of place of issue if not indicated on letterhead]*

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

In addition, we understand that under the terms of the Contract, an advance payment in the amount of [insert amount in figures] (…..) [insert amount in words] must be made against the provision of a guarantee for an advance payment.

At the request of the Applicant, we, as the Guarantor, hereby irrevocably undertake to pay to the Beneficiary any amount or amounts not exceeding the total amount of [insert amount in figures] (…….) [insert amount in words],1 upon receipt by us of the relevant demand of the Beneficiary, supported by the Beneficiary's wording, either in the demand itself or in a separately signed document accompanying or constituting the demand, indicating that the Applicant:

* + 1. used the advance payment for purposes other than the delivery of the Goods; or
    2. violated the repayment of the advance payment in accordance with the terms of the Contract, indicating the amount that the Applicant violated to pay back.

A claim under this Guarantee may be made beginning with the provision to the Guarantor of a confirmation from the Beneficiary's FATF stating that the above advance payment has been credited to the Applicant's FATF account of [insert number] at [insert name and address of the Applicant's FATF].

The maximum amount of this guarantee may be progressively reduced by the amount of the advance payment repaid by the Applicant, as indicated in the copies of interim applications or payment certificates to be submitted to us. This guarantee shall expire, at the latest, upon receipt by us of a copy of the interim payment certificate stating that ninety (90) percent of the Accepted Contract Price, less any reserve amounts, has been cleared for payment, or on [insert day] of [insert month], 2[insert year],2 whichever occurs first. Therefore, any claim for payment under this warranty must be received by us at or before the address above.

This warranty is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 edition, ICC publication No. 758, except that the additional wording under Article 15(a) is deleted.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*[signature(s)]*

***Note: All italic text (including footnotes) is for use only in the preparation of this form and must be removed from the final document.***

**ANNOUNCEMENT**

**"PROJECT OF PROCUREMENT OF COMPUTER EQUIPMENT"**

**"EQUIPMENT AND INSTALLATION OF 150 COMPREHENSIVE SCHOOLS OF SYRDARYA REGION WITH MODERN COMPUTER EDUCATIONAL EQUIPMENT" Invitation to Bid No.: MOPE-03-01/07-G1**

1. The Republic of Uzbekistan received a grant to pay "computers for schoolchildren in the Syrdarya region”, and intends to use the funds from this grant for payments under the above project for the purchase of “computers”.

2. The Ministry of Preschool and School Education of the Republic of Uzbekistan hereby invites eligible and qualified bidders to submit their sealed bids for the supply of the following goods:

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot No.** | **Pos. No.** | **Description** | **Qty** |
| **1** | 1.1 | Equipping with the installation of 150 secondary schools in the Syrdarya region with modern computer educational equipment(Monoblock) | 2250 |

3. Under this invitation to bid, you may submit your offer for one or any number of lots. Each lot will be evaluated separately and the contract will be awarded to the lowest bidder (subject to eligibility) for each individual lot and meeting the aggregate eligibility criteria for the lots submitted.

4. Competitive Bidding will be conducted in accordance with the procedures described in the bidding document and is open to all eligible bidders from eligible countries specified in the Procurement Rules.

5. Tender documentation may be obtained by an authorized representative of the Bidder at the address below.

6. Bidding documents will be available from the date of publication.

7. All Bids must be accompanied by the original Bids Bank Guarantee. The amount of the Bid Bank Guarantee must be no less than the equivalent of the following amounts in freely convertible currency: $10,000.00;

The bid bank guarantee must be confirmed by a SWIFT message sent by the Bank that issued the guarantee to the Payer's Bank confirming the authenticity of the guarantee.

8. Attention should be paid to the Procurement Rules requiringfrom the executing agent to disclose the beneficial ownership of the winning bidder as part of the Contract Award Notice using the Beneficial Ownership Disclosure Form included in the tender document.

9. Bids must be submitted inMinistry of Preschool and School Education of the Republic of Uzbekistan (Shaykhontokhur district, Navoi st., building 2A, Ministry of Preschool and School Education of the Republic of Uzbekistan) at or not later than 15:00 (Tashkent time)September 16, 2023

10.Full set of tender documentation in English or Russian  
(in pdf format) will be sent electronically to interested bidders after submitting a written application to the Project Implementation Unit by email:[a.shaymardanov@uzedu.u](mailto:a.shaymardanov@uzedu.u)z

11. Bids received after the above deadline will be rejected.

Bids will be publicly opened in the presence ofrepresentatives of bidders who wish to be present in person at the address: Tashkent, Shaykhontokhur district, st. Navoi, house 2A, Ministry of preschool and school education of the Republic of Uzbekistan, at 15:00 (Tashkenttime e)September 18, 2023

**Ministry of preschool and school education of the Republic of Uzbekistan,**

**Department of International Relations and Attraction of Foreign Investments - A.Shaymardanov. Phone: (99) 958-88-80; Email:**[a.shaymardanov@uzedu.u](mailto:a.shaymardanov@uzedu.u)z

1. If the bid is submitted by a joint venture, indicate the name of the joint venture as the Bidder [↑](#footnote-ref-1)
2. The person signing the bid must have a power of attorney issued by the Bidder, which must be attached to the Bid Tables [↑](#footnote-ref-2)
3. The price must include all costs, except for transport and other related delivery services within the country. In particular, the price must include insurance, installation, warranty period, pre-shipment inspection, registration and certification of goods, as well as other activities required by the legislation of the Republic of Uzbekistan and the Buyer under the contract. In case of contract award, the Buyer may request a positional breakdown of the Lot, if required, depending on the nomenclature codes of the Goods for Foreign Economic Activity (TN VED) [↑](#footnote-ref-3)
4. *1 The Guarantor shall deposit an amount expressed as a percentage of the Accepted Contract Value specified in the Letter of Acceptance, less any reserve amounts, if any, and specified either in the currency(s) of the Contract or in a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-4)