PROCUREMENT OF GOODS

STANDARD BIDDING DOCUMENT

For Single-Stage: One-Envelope Bidding Procedure Without Prequalification, without Merit Point Criteria (MPC)

January 2026

For projects governed by Procurement Directive for ADB Borrowers: Goods, Works, Nonconsulting and Consulting Services (2026, as amended from time to time)

ASIAN DEVELOPMENT BANK



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Abbreviations

ADB .....Asian Development Bank

BDS .....bid data sheet

CON.....historical contract nonperformance

ESF .....environmental and social framework

EHSMP.....environmental, health, and safety management plan

ELI .....eligibility form

EQC.....evaluation and qualification criteria

EXP .....experience form

FIN.....financial data form

GCC.....general conditions of contract

IFB .....invitation for bids

ITB .....instructions to bidders

JV.....joint venture

MPC.....merit point criteria

OCB.....open competitive bidding

SCC .....special conditions of contract

PER .....personnel form

SBD .....standard bidding document

SPS .....safeguard policy statement 2009

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- Without Prequalification -

For projects governed by Procurement Directive for ADB Borrowers: Goods, Works, Nonconsulting and Consulting Services (2026, as amended from time to time)

Asian Development Bank

January 2026

PROCUREMENT OF GOODS

Bidding Document for

Procurement of Tablets

Under

"Punjab Climate Resilient and Low-Carbon Agriculture Mechanization Project (PCLAMP)"

Issued on: 05 November 2026

Invitation for Bids No.: Goods-Tablets-01

OCB No.: Goods-Tablets-01

Purchaser: Project Director, Project Management Unit (PMU) PCLAMP, Field Wing of Punjab Agriculture Department (PAD)

Country: Islamic Republic of Pakistan

Section 1: Instructions to Bidders

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A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of Contracts/lots of the open competitive bidding (OCB) are provided in the BDS.

1.2 Throughout this Bidding Document,

(a) the term "in writing" means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(c) "day" means calendar day.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.

3. Fraud and Corruption

3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; and

(vi) "integrity violation" means any act, as defined under ADB's Investigation and Enforcement Framework (as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: failure to disclose

and manage conflict of interest,[1], obstructive practice, violations of ADB debarment, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

(d) will impose enforcement and disclosure actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and investigation and Enforcement Framework, including declaring ineligible, either indefinitely or for a stated period of time, to participate[2] in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation is set out in detail in the Investigation and Enforcement Framework.

3.3 All Bidders, consultants, contractors, and suppliers shall require their officers, directors, employees, personnel, and agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.

3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1(a)(iii) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5— or any combination of them with a formal intent to enter into an agreement or under an existing

[1] "Conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

[2] Whether as a Contractor, Subcontractor, Consultant, Manufacturer, or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

agreement in the form of a Joint Venture. In the case of a Joint Venture,

(a) all parties to the Joint Venture shall be jointly and severally liable; and

(b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

(a) they have controlling shareholders in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this Bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or

(f) a Bidder, Joint Venture partner, associates, parent company or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or

(g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract; or

(h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(i) A Bidder that has a financial or familial relationship with staff of the Purchaser including project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.

4.4 A firm will not be eligible to participate in any procurement activities under an ADB- financed, -administered, or -supported project while under suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.

4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not

dependent agencies of the Purchaser.

4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the execution of a Bid–Securing Declaration.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person, or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

5. Eligible Goods and Related Services

5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services. At the Purchaser's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

5.2 For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. Sections of the Bidding Document

6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

PART III Conditions of Contract and Contract Forms

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC) including attachments
- Section 9 Contract Forms (COF)

6.2 The IFB issued by the Purchaser is not part of the Bidding Document.

6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

7.2 The Bidder is advised to visit and examine the location where Goods need to be delivered and installed, if applicable and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Purchase to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested to submit any questions in writing, to reach the Purchaser not later than 1 week before the meeting.

7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Sheet; and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;

(c) alternative Bids, if permissible, in accordance with ITB 13;

(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;

(e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;

(f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;

(h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted;

(i) list of subcontractors, in accordance with ITB 18.4; and

(j) any other document required in the BDS.

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

11.3 In addition to the requirements under ITB 11.1, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

12. Bid Submission Sheet and Price Schedules

12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.

13. Alternative Bids

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

14. Bid Prices and Discounts

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

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3. Unit rates and prices for all items in the Schedule of Supply shall

be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.

14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.

14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.

14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered

(a) for Goods offered from within the Purchaser's country:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;

(ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

(b) for Goods offered from outside the Purchaser's country:

(i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;

(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and

(iii) the total price for the item.

(c) for Related Services whenever such are specified in the Schedule of Supply:

(iv) the local currency cost component of each item comprising the Related Services; and

(v) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales, and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as nonresponsive and be rejected.

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

14.9 All duties, taxes, and other levies payable by the Supplier under the Contract, or for any other cause,

as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 Bid prices shall be quoted in the following currencies:

(a) Bidders may express their bid price in any freely convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.

(b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB 4, Bidders shall

(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and

(b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).

18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).

18.4 For major Goods and Related Services as listed by the Purchaser in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

19. Documents Establishing the Qualifications of the Bidder

19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion

specified in Section 3 (Evaluation and Qualification Criteria).

19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts–stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

19.4 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 35.

20. Period of Validity of Bids

20.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Bid Security/ Bid-Securing Declaration

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.

21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:

(a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or

(b) an irrevocable letter of credit, or

(c) a cashier's or certified check.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.

21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon signing the contract with the successful Bidder's furnishing of the performance security pursuant to ITB 48.

21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required performance security.

21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if

(a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity

specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or

(b) the successful Bidder fails to

(i) sign the Contract Agreement in accordance with ITB 47;

(ii) furnish a performance security in accordance with ITB 48; or

(iii) accept the arithmetical corrections of its bid in accordance with ITB 34.

21.8 If the bid security is required as per ITB 21.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original set of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS, and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

22.4 A Bid submitted by a Joint Venture shall be signed so as to be legally binding on all partners.

22.5 For electronic bid submission, procedures for format and signing of the bid shall be as specified in the BDS.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

23.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing, and marking are as follows:

(a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE," and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.

(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS. In such case, manual bid submission shall not be permitted.

23.2 The inner and outer envelopes shall

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 24.1;

(c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional

identification marks as specified in the BDS; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.

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

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address (or electronic portal) and no later than the date and time indicated in the BDS.

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

25. Late Bids

25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be

(a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

26.4 If electronic bid submission is used, Bidders shall follow the procedures for withdrawal, substitution, and modification specified in the BDS.

27. Bid Opening

27.1 The Purchaser shall open the Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required, if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted. The substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification

and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late Bids, in accordance with ITB 25.1.

27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, qualification, evaluation, comparison of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.

28.2 Any attempt by a Bidder to influence the Purchaser in the examination, qualification, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, qualification, evaluation, comparison of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder with regard to its bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB 33.

29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

30. Qualification of the Bidder

30.1 The Purchaser shall determine to its satisfaction whether the Bidder is qualified to perform the Contract satisfactorily.

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.

30.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next Most Advantageous Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31. Deviations, Reservations, and Omissions

31.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

32. Determination of Responsiveness

32.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.

32.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or

(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

32.3 The Purchaser shall examine the technical aspects of the Bids in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.

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

33. Nonmaterial Nonconformities

33.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.

33.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

33.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

34. Correction of Arithmetical Errors

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

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

34.2 If the Bidder that submitted the Most Advantageous Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.

35. Conversion to Single Currency

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

36. Domestic Preference

36.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

37. Financial Evaluation

37.1 Provided that a Bid is substantially responsive with the technical evaluation in accordance with Section 3 (Evaluation and Qualification Criteria), the Purchaser will proceed with the detailed evaluation of financial aspects. The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

37.2 To evaluate a Price Bid, the Purchaser shall consider the following:

(i) the bid price as quoted in accordance with ITB 14;

(ii) price adjustment for correction of arithmetic errors in accordance with ITB 34.1;

(iii) price adjustment due to discounts offered in accordance with ITB 14.4;

(iv) adjustment for nonmaterial nonconformities in accordance with ITB 33.3;

(v) assessment whether the bid is abnormally low in accordance with ITB 39;

(vi) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and

(vii) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 35.

37.3 The Purchaser's evaluation of a bid will exclude and not take into account,

(a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;

(b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

37.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the first ranked of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3 (Evaluation and Qualification Criteria).

38. Lowest Evaluated Bid

38.1 The Purchaser will proceed with the comparison of the Bids prices amongst the substantially responsive bids. The Bid with the lowest price will be determined as the Most Advantageous Bid.

39. Abnormally Low Bids

39.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid,

appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

39.2 When the offered bid price of the Most Advantageous Bid appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:

(a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;

(b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and

(c) decide whether to accept or reject the bid.

39.3 With regard to ITB 39.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction/installation method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods, works, equipment or services proposed.

39.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:

(a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;

(b) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.

39.5 A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next Most Advantageous Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

40.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

41. Award Criteria

41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined in line with ITB 35 to ITB 38 above to be the Most Advantageous Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Notice of Intention for Award of Contract

42.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

42.2 Prior to the expiration of the period of bid validity the Purchaser shall transmit the Notice of Intention for Award of Contract using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing.

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

43.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices

or other terms and conditions of the Bid and the Bidding Document.

44. Invitation to Finalization of the Draft Contract Before Notification of Award

44.1 Prior to the expiration of the period of bid validity, the Purchaser shall invite the successful Bidder to finalize the provisions of the draft contract, before issuing the Notification of Award through issuance of the Letter of Acceptance.

44.2 Invitation for finalization of the draft contract shall be done through the issuance of the corresponding form in Section 9 (Contract Forms) to the successful Bidder, in writing.

44.3 This step must be finalized as soon as possible, but no later than 14 days.

45. Standstill Period

45.1 The purpose of a standstill period is to allow unsuccessful bidders an opportunity to challenge an intended contract award decision before the actual notification of award. If standstill provisions apply this shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before issuing the Notification of Award as per ITB 46) within which any unsuccessful bidder can challenge the proposed award.

45.2 If standstill period applies, unsuccessful bidders may request a debriefing request during the standstill period.

45.3 In the event there are any complaints during the standstill period, prior to issuance of the Notification of Award, it will be a condition that the Purchaser satisfactorily addresses the complaint. However, continuation of a complaint shall not be a ground for the Purchaser not to proceed in accordance with ITB 46.

45.4 If the standstill period does not apply, upon notification of award through the issuance of a Notification of Award under ITB 46.1, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

46. Notification of Award

46.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 45.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

46.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

46.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

46.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the Borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:

(a) name of each Bidder who submitted a Bid;

(b) bid prices as read out at bid opening;

(c) name and evaluated prices of each Bid that was evaluated;

(d) name of Bidders whose Bids were rejected and the reasons for their rejection; and

(e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

(f) successful Bidder's Beneficial Ownership Disclosure Form.

47. Signing of Contract

47.1 The Purchaser shall send the successful Bidder the Contract Agreement together with or promptly after the issuance of Letter of Acceptance.

47.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

48. Performance Security

48.1 Within 28 days of the receipt of notification of award through issuance of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

48.2 Failure of the successful Bidder to submit the abovementioned performance security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next Most Advantageous Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

49. Bidding-Related Complaints

49.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2: Bid Data Sheet

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: **Goods-Tablets-01**
ITB 1.1	The Purchaser is: **Project Management Unit (PMU), Punjab Climate Resilient and Low-Carbon Agriculture Mechanization Project (PCLAMP) at Field Wing of Punjab Agriculture Department**.
ITB 1.1	The name of the open competitive bidding (OCB) is: **Procurement of Tablets** The identification number of the OCB is: **Goods-Tablets-01** The number and identification of lots comprising this OCB is: **None**
ITB 2.1	The Borrower is: **Islamic Republic of Pakistan**
ITB 2.1	The name of the Project is: **Punjab Climate Resilient and Low-Carbon Agriculture Mechanization Project (PCLAMP)**

B. Contents of Bidding Document

ITB 7.1	For clarification purposes only, the Purchaser's address is: Attention: **Project Director, PCLAMP** address: **Project Management Unit (PMU), Directorate General Agriculture (Field) Punjab, Soil Survey Building, Near PTCL Exchange, Multan Road, Lahore**. City: **Lahore** ZIP code: **54780** Country: **Islamic Republic of Pakistan** Telephone: **+92 42 37831408** E-mail: **pdpclamp@gmail.com**
ITB 7.4	A Pre-Bid meeting will take place. Date: **17 November 2026** Time: 1100 Hours Pakistan Standard Time Address: **Project Management Unit (PMU), Directorate General Agriculture (Field) Punjab, Soil Survey Building, Near PTCL Exchange, Multan Road, Lahore** City: **Lahore** ZIP code: **54780** Country: **Islamic Republic of Pakistan** Bidders who chose to attend the Pre-Bid meeting virtually may request a virtual link at least one day prior to Pre-Bid Meeting via email. E-mail: **pdpclamp@gmail.com**

C. Preparation of Bids

ITB 10.1	The language of the Bid is: **English**
ITB 11.1(j)	The Bidder shall submit with its Bid the following additional documents: i. Copy of valid National Tax Number (NTN) / Sales Tax Registration Number (only from bidders already established or registered in Pakistan) ii. Proof of active taxpayer iii. Tax returns for the last three years iv. Clause by Clause commentary on purchaser's specifications. v. Delivery & Completion Schedule vi. Technical Brochures / Literature, Compliance Sheet. vii. Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement upon a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. viii. Foreign bidders shall provide valid evidence of their incorporation/registration in their respective countries of origin. The successful foreign bidder shall obtain registration, licenses, permits and approvals from the relevant Pakistani authorities before signing the Contract, wherever required under the applicable laws and regulations of Pakistan. ix. Delivery Schedule
ITB 12.2	The units and rates in figures entered, the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: Incoterms® 2020 ICC rules for the use of domestic and international trade term.
ITB 14.6(b)(i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: **CIP (PMU, PCLAMP, Lahore)**
ITB 14.6(b)(ii)	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: **CIP (PMU, PCLAMP, Lahore)**
ITB 14.7	The prices quoted by the Bidder **shall not** be adjustable.
ITB 14.8	Prices quoted for each lot shall correspond at least to **100%** of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to **100%** of the quantities specified for this item of a lot.
ITB 19.2	The Bidder shall include with its bid the Manufacturer's Authorization for the following item(s) (Tablet) The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor, or reseller of the goods being procured.
ITB 19.3	The Bidder **is not** required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.
ITB 20.1	The bid validity period shall be **90** days.
ITB 21.1	The Bidder shall furnish a bid security in the amount of **PKR 705,600.**

ITB 21.2	The ineligibility period will be: **Not Applicable**
ITB 21.4	No further instruction.
ITB 22.1	In addition to the original Bid, the number of copies is: **Zero**
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: a board resolution or its equivalent, or a power of attorney, which should either be: a) notarized, or b) attested to by an appropriate forum (authority) in the Bidder's home country, specifying the representative's authority to sign the bid on behalf of the Bidder. If the bidder is an intended or existing joint venture, the authorization should be signed by all parties and specify the representative's authority to sign the bid on behalf of the joint venture. If the joint venture has not yet been formed, also include written evidence from all proposed partners of joint venture of their intent to enter into a joint venture in the event of a contract award.
ITB 22.2	The Bidder shall submit an acceptable authorization within **ten (10)** days.
ITB 22.5	Electronic procedures for format and signing of the bid shall be: **Not Applicable**

D. Submission and Opening of Bids

ITB 23.1	Bidders shall submit their Bids by mail or by hand.
ITB 23.1(b)	Electronic bidding submission procedures shall be: **Not Applicable**
ITB 23.2(c)	The additional identification marks are: i. Name of the OCB Package as mentioned in ITB 1.1 ii. Identification number of OCB as mentioned in ITB 1.1
ITB 24.1	For bid submission purposes only, the Purchaser's address is: Attention: **Project Director, PCLAMP** Address: **Committee Room of Directorate General Agriculture (Field) Punjab, Soil Survey Building, Near PTCL Exchange, Multan Road, Lahore** City: **Lahore** ZIP code: **54780** Country: **Islamic Republic of Pakistan** Telephone: **+92 42 37831408**
ITB 24.1	**The deadline for bid submission is:** Date: **07 December 2026** Time: **14:00 Hours Pakistan Standard Time**
ITB 26.4	Electronic procedures for withdrawal, substitution, and modification shall be: **Not applicable.**
ITB 27.1	The bid opening shall take place at: Address: **Committee Room of Directorate General Agriculture (Field) Punjab, Soil Survey Building, Near PTCL Exchange, Multan Road, Lahore**. City: **Lahore**

	ZIP code: **54780** Country: **Islamic Republic of Pakistan** Date: **07 December 2026** Time: **Immediately after bid submission**
ITB 27.1	The electronic bid opening procedure shall be as follows: **Not applicable.**
ITB 27.3	The Bid Submission Sheet and Price Schedules shall be initialed by **at least Three (03)** representatives of the Purchaser attending Bid opening.

E. Evaluation and Comparison of Bids

ITB 30.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 35.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Pakistani Rupee.** The source of the selling exchange rate shall be: **State Bank of Pakistan / https://www.sbp.org.pk/** The date for the selling exchange rate shall be: **15 days before the bid submission deadline.**
ITB 36.1	Domestic preference **shall not** apply.

F. Award of Contract

ITB 43.1	The maximum percentage by which quantities may be increased is: **15%** The maximum percentage by which quantities may be decreased is: **15%**
ITB 45.1	Standstill provisions shall not apply.
ITB 49.1	The procedures for Bidding-Related Complaints are referenced in the Procurement Directive for ADB Borrowers. The Bidder should submit its complaint following these procedures, in writing, to: For the attention: **Mr. Muhammad Wasim** Title/position: **Project Director PCLAMP** Purchaser: **PMU PCLAMP** Phone: **+92 42 37831408** Email: **pdpclamp@gmail.com**

Section 3: Evaluation and Qualification Criteria

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1. Qualification

(**Contract Type A: Off-the-Shelf Items**)

1.1 Eligibility

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

1.1.1 Nationality

Nationality in accordance with ITB 4.2.	Not applicable	Not applicable	Not applicable	Not applicable	Bid Submission Sheet; Forms ELI - 1 and ELI – 2 with attachments

1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet

1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet

1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI - 1 and ELI – 2 with attachments

1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet

1.2 Experience and Technical Capacity

1.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as main supplier within the last **Five (05)** years of at least **One (01) contract** valued at **PKR 23.00 million** or USD equivalent with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1[d]

[d] In addition to the submission of Form EXP-1, the Bidder shall provide the Signed Contract Agreement.

1.3 Financial Situation

1.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last **three (03) years** to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1 with attachments

1.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of **PKR 77.50 million** or USD equivalent calculated as total payments received by the Bidder for contracts completed or under execution over the last Three (03) years.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN – 2

1. Evaluation

The evaluation methodology shall be to determine the Most Advantageous Bid. The Most Advantageous Bid is the one that:

(i) Is substantially responsive to the Bidding Document, and

(ii) Has the lowest evaluated cost.

2.1 Technical Evaluation

2.1.1 Determination of Substantial Responsiveness

Prior to scoring the technical factors and/or sub-factors of the technical proposal, a determination of responsiveness shall be carried out in accordance with ITB 30 and ITB 32. This determination may include the verification of the following criteria:

Criteria	Compliance	Documents
Requirement	**Single Entity or Joint Venture**	**Submission Requirements**
Compliance to the requirement for a defined completion time (when no alternative completion time is allowed).	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Other compliance requirements indicated in the bidding document.	Must meet requirement without material deviation, reservation, or omission	Technical Proposal

2.2 Financial Evaluation

2.2.1 Detailed Financial Evaluation

Prior to financial scoring, it is necessary to conduct a detailed price comparison on the following criteria described below in addition to the criteria listed in ITB 37.2 (a–f), the evaluated bid price shall be determined using the following method:

2.2.2 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 37.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

“Pursuant to ITB 33.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."

2.2.3 Domestic Preference

Not Applicable

2.2.4 Method of Application

1. For comparison, responsive bids shall be classified in one of the following three groups:

(a) **Group A:** Bids exclusively offering goods manufactured in the country of the Borrower if the bidder establishes to the satisfaction of the Borrower and ADB that (i) labor, raw material, and components from within the country of the Borrower will account for 30% or more of the EXW price of the product offered, and (ii) the production facility in which those goods will be

manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the time of bid submission.

(b) **Group B:** All other bids offering goods manufactured in the country of the Borrower.

(c) **Group C:** Bids offering goods manufactured abroad that have been already imported or that will be directly imported.

2. The price quoted for goods in bids of groups A and B shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.

3. In the first step, all evaluated Bids in each group shall be compared to determine the Most Advantageous Bid in each group. Such bids shall be compared with each other and if, as a result of this comparison, a bid from group A or group B is the most advantageous, it shall be selected for the award.

4. If as a result of the comparison under paragraph 3 above, the Most Advantageous Bid is a Bid from group C, the Most Advantageous Bid from group C shall be further compared with the Most Advantageous Bid from group A after adding to the evaluated price of goods offered in the Bid from group C, for the purpose of this further comparison only, an amount equal to 15% of the CIF or CIP bid price. The Most Advantageous Bid determined from this last comparison shall be selected.

2.2.5 Economic Criteria

Not Applicable

2.2.6 Adjustment for Scope

2.2.6.1 Local Handling and Inland Transportation

“Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to be Offered from Outside and Within the Purchaser’s Country provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price.”

2.2.6.2 Minor Omissions or Missing Items

“Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.”

2.2.7 Adjustment for Deviations from the Terms of Payment

“Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

2.2.8 Adjustment for Deviations in the Delivery and Completion Schedule

“Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) are not permitted.”

2.2.9 Operation and Maintenance Costs

The Operation and Maintenance cost will be the responsibility of the Purchaser and shall not be a part of the Contract Price and Bid Evaluation Criteria.

2.2.10 Spare Parts

Only those spare parts and tools that are specified on an item-wise basis in the List of Goods and Related Services in Section 6 (Schedule of Supply), shall be taken into account in the bid evaluation. Supplier-recommended spare parts for a specified operating requirement shall not be considered in bid evaluation.

2.2.11 Performance and Productivity of the Goods

The tablets shall provide reliable, responsive, and efficient performance to support daily operational activities, including data collection, data entry, report preparation, document management, and use of relevant applications. They shall support smooth multitasking, timely processing of information, and stable wireless connectivity to enhance user productivity. The supplied tablets shall meet the minimum hardware and software requirements specified in the bidding documents and shall undergo functional testing to verify satisfactory performance before acceptance by the Purchaser.

2.3 Multiple Lots (Contracts)

Not Applicable

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Bid Submission Sheet

NOTE	1. *The Bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.* 2. *To be used for Single-Stage: One-Envelope Bidding Procedure.*

Date: .....

Open Competitive Bidding (OCB) No.: .....

Invitation for Bid (IFB) No.: .....

Alternative No.: .....

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

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Investigation and Enforcement Framework, both as amended from time to time.

(c) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services: [*insert a brief description of the goods and related services*].

(d) The total price of our Bid, excluding any discounts offered in item (d) below, is

[*amount of foreign currency in words*], [*amount in figures*], and [*amount of local currency in words*], [*amount in figures*]

_____

_____

_____

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.

(e) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply [*specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies*]

Methodology of Application of the Discounts: The discounts shall be applied using the following method: [*specify in detail the method that shall be used to apply the discounts*]

(f) Our Bid shall be valid for a period of [*insert validity period as specified in ITB 20.1 of the Bid Data Sheet (BDS)*]

days starts from the date fixed for the bid submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(g) If our Bid is accepted, we commit to obtain performance security in accordance with the Bidding Documents.

(h) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.

(i) Our firm, Joint Venture Partners, and Subcontractors or Suppliers for any part of the contract who are named in the Bid, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

(i) Parties involved in the conflict of interest:_____

(ii) Details about the conflict of interest: _____

(j) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Documents.

(k) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, are not subject to, or not controlled by any entity or individual that is subject to a suspension or a debarment imposed by the ADB or a debarment imposed by the ADB in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the ADB and other development banks.[3]

(l) We have checked all the parties mentioned in the declaration above against ADB's Publicly Disclosed Debarment or Suspension Subregister accessed via https://sanctions.adb.org/.

(m) Our firm, Joint Venture partners, members of our respective management and supervisory board of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, are not suspended, debarred, declared ineligible, or subject to any international sanctions by any international organization, multilateral development bank and other donor agency.

If applicable, please state details:

(n) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, and parent company, in the last 10 years preceding the date of this bid submission sheet, have never been convicted of any criminal offense, or been subjected to any criminal, civil, or administrative orders, monitorship or enforcement actions, involving any integrity violation or on grounds comparable to any integrity violation.

If applicable, please state details:

(o) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract

[3] These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

who are named in the bid, consultants, manufacturers, and service providers, can make and receive payments through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer, please state the details:

(i) Nature of the restriction:

(ii) Jurisdiction of the restriction:

(iii) Other relevant details:

(p) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers are not from a country which is prohibited to export goods or services to, or receive any payments from the Purchaser's country and/or are not prohibited to receive payments for particular goods or services by the Purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

(q) We understand that it is our obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (i), (k), (l), (m), (n), (o), (p) and (t) of this Bid Submission Sheet.

(r) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].[4]

(s) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.

(t) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:[5]

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(u) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(v) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

(w) At any time following submission of our Bid,, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in

[4] Use one of the two options as appropriate.
[5] If none has been paid or is to be paid, indicate "None."

debarment and/or contract termination.

(x) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.

(y) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 3 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.

(z) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in enforcement and disclosure, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework, both amended time to time.

Name: [*insert complete name of person signing the bid*]

In the capacity of [*insert legal capacity of person signing the bid*]

Signed: [*insert signature of person whose name and capacity are shown above*]

Duly authorized to sign the Bid for and on behalf of [*insert complete name of the bidder*]

Date: [*insert date of signing*]

Price Schedules

The Bidder shall complete and submit with its Bid the Price Schedules pursuant to ITB 12 and in accordance with Part 2 Supply Requirements, Section 6 (Schedule of Supply). The list of items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Supply. This Guide helps the Purchaser and Bidder fill out all the required information in the Price Schedule Form.

The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. Any necessary alterations due to errors, etc., shall be signed by the Bidder.

Price Schedule for Goods to Be Offered from Within the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page _____ of _____

Item	Description	Country of Origin	Domestic Value Added in Percentage	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per Item	Sales and Other Taxes per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
Total Amount								

Notes:

Column 4: In accordance with margin of preference ITB 37, if applicable.
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads, and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14.
Currency in accordance with ITB 15.
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded.

Name: [*insert complete name of person signing the bid*]

In the capacity of [*insert legal capacity of person signing the bid*]

Signed: [*insert signature of person whose name and capacity are shown above*]

Duly authorized to sign the Bid for and on behalf of [*insert complete name of the Bidder*]

Date: [*insert date of signing*]

Price Schedule for Goods to Be Offered from Outside the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page _____ of _____

Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF (...) or CIP (...)	Unit Price FOB (...) or FCA (...)	Total Price CIF or CIP per Item	Total Price FOB or FCA per Item
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
					Total Amount		

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14.
Currency in accordance with ITB 15.

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name: [*insert complete name of person signing the bid*]

In the capacity of [*insert legal capacity of person signing the bid*]

Signed: [*insert signature of person whose name and capacity are shown above*]

Duly authorized to sign the Bid for and on behalf of [*insert complete name of the Bidder*]

Date: [*insert date of signing*]

Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page _____ of _____

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price		Total Price per Item	
				(a)	(b)	(a)	(b)
				Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
Total Amount							

Notes:
Columns 5 and 6: Currencies in accordance with ITB 15.
Prices are to be quoted inclusive of all customs duties, sales, and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder.

Name: [*insert complete name of person signing the bid*]

In the capacity of [*insert legal capacity of person signing the bid*]

Signed: [*insert signature of person whose name and capacity are shown above*]

Duly authorized to sign the Bid for and on behalf of [*insert complete name of the Bidder*]

Date: [*insert date of signing*]

Bid Security and Bid-Securing Declaration

When requested in the Bid Data Sheet, the Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a Bid Security.

In case of an unconditional guarantee issued by a bank, the Bidder shall use the Bid Security Form included in this section or another form acceptable to the Purchaser prior to bid submission pursuant to ITB 21.3. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

If a Bid-Securing Declaration is specified pursuant to ITB 21.1 the Bidder shall use the form included in this section.

Bid Security
Bank Guarantee

[*insert bank's name, and address of issuing branch or office*][6]

Beneficiary: [*insert name and address of the Purchaser*]

Date: [*insert date*]

Bid Security No.: [*insert number*]

We have been informed that [*insert name of the Bidder*] (hereinafter called "the Bidder") has submitted to you its bid dated [*insert date*] (hereinafter called "the Bid") for the execution of [*insert name of Contract*] under Invitation for Bids No. [*insert IFB number*] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [*insert name of bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [*insert amount in words*] [*insert amount in figures*] upon receipt by us of your first demand in writing accompanied by a written statement, stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.[7]

[*Authorized signature(s) and bank's seal (where appropriate)*]

[6] All italicized text is for use in preparing this form and shall be deleted from the final document.
[7] Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as appropriate.

Manufacturer's Authorization

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

OCB No.: [*insert number of bidding process*]

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

WHEREAS

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

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 13 of the General Conditions of Contract.

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

Signed: [*insert signature(s) of authorized representative(s) of the Manufacturer*]
Name: [*insert complete name(s) of authorized representative(s) of the Manufacturer*]
Title: [*insert title*]
Duly authorized to sign this Authorization on behalf of [*insert complete name of the Manufacturer*]
Dated on_____ day of _____, _____ [*insert date of signing*]

NOTE	*All italicized text is for use in preparing this form and shall be deleted from the final document.* *The Bidder shall require the Manufacturer to fill out this form in accordance with the instructions indicated.* *This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.*

Technical Proposal

Technical Proposal shall address following:

1. Approach and Methodology

(i) Delivery Schedule:

The Supplier shall deliver all tablets within 120 days from the date of signing the Contract. The Supplier shall submit a detailed delivery schedule indicating the proposed delivery timelines. All deliveries shall be completed in accordance with the approved schedule and the requirements specified in the bidding documents.

(ii) Local Handling and Inland Transportation:

The Supplier shall be responsible for the safe handling, packing, loading, transportation, unloading, and delivery of the tablets to the designated delivery locations. The tablets shall be securely packed to prevent physical damage, moisture, and other potential hazards during transportation. All associated costs, risks, and arrangements for local handling and inland transportation shall be borne by the Supplier until delivery at the designated locations.

(iii) Spare parts, warrantees:

The Supplier shall provide a minimum one-year warranty for all tablets, covering manufacturing defects, hardware failures, and defects in materials and workmanship under normal use. The Supplier shall ensure the availability of necessary spare parts and provide repair or replacement services for defective components during the warranty period at no additional cost to the Purchaser. The Supplier shall also provide after-sales technical support and comply with the warranty and service requirements specified in the bidding documents.

(iv) Post supply activities:

The Supplier shall ensure the proper configuration, setup, and functional testing of all tablets before handing them over to the Purchaser. The Supplier shall provide the necessary user manuals, operating instructions, and basic user training, where required. The Supplier shall also provide after-sales technical support, assistance with software installation and configuration, and troubleshooting services during the warranty period. Any defects identified during the warranty period shall be rectified or the affected tablets replaced in accordance with the warranty terms specified in the bidding documents.

2. Quality of Goods

(i) Durability and Longevity:

The tablets shall be new, unused, and manufactured using quality components to ensure durability, reliability, and a long service life under normal operating conditions. They shall have robust construction, a scratch-resistant display, and a battery capable of maintaining satisfactory performance during regular use. The tablets shall be suitable for the intended working environment and support regular software and security updates, subject to manufacturer support. The Supplier shall provide the applicable warranty and after-sales support in accordance with the bidding documents.

(ii) Compatibility for future integration:

The tablets shall support future software updates, application installations, and integration with existing and future information systems. They shall be compatible with commonly used operating systems, standard connectivity interfaces (Wi-Fi, Bluetooth, and USB), and relevant data exchange formats. The Supplier shall ensure that the tablets can accommodate future applications and system upgrades without requiring major hardware modifications, subject to the tablets' hardware capabilities and manufacturer support.

(iii) Performance Efficiency:

The tablets shall provide efficient and reliable performance for the intended applications, including data entry, document processing, internet browsing, and other routine operational tasks. The processor, RAM, internal storage, battery capacity, and display shall meet the minimum technical specifications specified in the bidding documents. The tablets shall support smooth multitasking, responsive application operation, stable connectivity, and efficient power consumption under normal working conditions. All supplied tablets shall undergo functional testing to verify compliance with the specified performance requirements before acceptance by the Purchaser.

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI – 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/ registration			
Year of constitution/incorporation/ registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s), and e-mail address)			

Attached are copies of the following documents:

1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.
2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2.
3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1.
4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5.
5. Organizational chart and a list of Board of Directors. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

Form ELI – 2: Joint Venture Information Sheet

Each partner of the Joint Venture must fill out this form separately.

Joint Venture Information			
Bidder's legal name			
		Information of the Bidder	If any Joint venture partner is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/ registration			
Year of constitution/incorporation/ registration			
Corporate or registration number			
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s), and e-mail address)			
Attached are copies of the following documents: 1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2. Authorization to represent the firm named above, in accordance with ITB 22.2. 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. 4. Organizational chart and a list of Board of Directors. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.			

Form EXP – 1: Contractual Experience

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement.

Contractual Experience			
Contract No . . . . . of	Contract Identification		
Award Date		Completion Date	
Role in Contract	□ Manufacturer	□ Supplier	□ Subcontractor
Total Contract Amount	$		
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Purchaser's name Address Telephone/Fax number E-mail			
Description of the Similarity in Accordance with Criterion 1.2.1 (Contract Type A) or 1.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria)			
NOTE The Purchaser should insert here contractual experience as described in Criterion 1.2.1 (Contract Type A) or 1.3.1 (Contract Type B) of Section 3 against which the Bidder demonstrates similarity in the box on the right-hand side.			

Note: This form shall only be included if either Criterion 1.2.1 (Contract Type A) or 1.3.1(Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN – 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

	Financial Data for Previous 3 Years[a] [$ Equivalent]		
	Year 1:	Year 2:	Year 3:
Information from Balance Sheet			
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA – CL			
Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN – 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN – 3.	
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			

□ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 3 years,[b] as indicated above, complying with the following conditions:

1. Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.[c]
2. Historical financial statements must be audited by a certified accountant.
3. Historical financial statements must be complete, including all notes to the financial statements.
4. Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note: This form shall only be included if Criterion 1.3.1 (Contract Type A) or 2.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

[a] If the time period indicated under Criterion 1.3.1 (Contract Type A) or 1.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is either 4 or 5 years, then the table columns above should be expanded accordingly.

[b] The time period stated here should be the same as the time period indicated under Criterion 1.3.1 (Contract Type A) or 1.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

[c] When financial qualifications of Bidder's parent companies, subsidiaries, or affiliates are permitted in accordance with ITB 38.2 of Section 2, replace the text of condition 1 with "As required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder, as well as standalone financial situation of such Bidder's parent companies, subsidiaries, or affiliates which are proposed by the Bidder for Criteria 1.4 Financial Situation in Section 3 for consideration of the Purchaser in determining its qualifications."

Form FIN – 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last ..Years[a]			
Year	Amount Currency	Exchange Rate	$ Equivalent
		Average Annual Turnover[b]	

Note: This form shall only be included if Criterion 1.3.2 (Contract Type A) or 1.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

[a] The Purchaser should insert the period described in Criterion 1.3.2 (Contract Type A) or 1.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria).

[b] To determine the average annual turnover, the Purchaser shall divide the sum of each year's annual turnover by the number of years, for which such information was requested.

Section 5: Eligible Countries

No nationality restrictions apply, other than any restrictions arising from ITB 4.8.

Section 6: Schedule of Supply

The Schedule of Supply shall provide sufficient information to enable Bidders to efficiently and accurately prepare Bids that are realistic and competitive. The Schedule of Supply is a Contract document and, therefore, it is a part of the Contract. The Purchaser must prepare the Schedule of Supply and include it as a part of the Bidding Document.

The Schedule of Supply should be complete, precise, and clear. An incomplete, imprecise, or unclear Schedule of Supply may prompt Bidders to require clarifications from the Purchaser or to submit conditional bids or bids that may be based on different understandings of the Purchaser's requirements. Depending on the nature of the clarifications, the Purchaser may need to amend the Bidding Document and eventually to extend the bid submission deadline. Conditional bids would have to be rejected. Bids that are not comparable cannot be evaluated.

The Purchaser shall assign experienced staff to draft the Schedule of Supply in a manner permitting the widest possible competition, while at the same time clearly specifying the required standards of workmanship, the characteristics of materials and performance of the Goods, and the delivery and completion of the Goods and Related Services. Only by following this approach will the Purchaser ensure that the objectives of economy, efficiency, fairness, and transparency in procurement can be realized as envisaged under open competitive bidding procedures.

The Schedule of Supply consists of four parts:

1. List of Goods and Related Services
2. Delivery and Completion Schedule
3. Technical Specifications
4. Supplementary information (if applicable)

NOTE	*Input of information to be completed by the Purchaser.*

1. List of Goods and Related Services[8]

The purpose of the List of Goods and Related Services (LGRS) is to briefly describe and specify the quantity of each of the Goods and Related Services that the Purchaser requires the Bidder to include in its Bid. As a part of the Schedule of Supply, the LGRS constitutes a Contract document and, therefore, it is a part of the Contract.

Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Provide and supply Tablets	As per Technical Specifications provided in the Section 6 (3)	Numbers	200

[8] *The Bidder shall be responsible for the delivery of goods at purchasers specified address.*

2. Delivery and Completion Schedule

The purpose of the Delivery and Completion Schedule (DCS) is to specify the delivery dates and places for each of the Goods and the delivery places and completion dates for each of the Related Services as listed in the LGRS. The DCS, as part of the Schedule of Supply, constitutes a Contract document and, therefore, it is a part of the Contract.

The delivery period shall commence on the Date of Signing of the Contract Agreement.

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

Item No.	Description of Goods or Related Services	Delivery Schedule	Location	Required Arrival Date of Goods or Completion Date for Related Services
1	Provide and supply tablets	120 days after signing the contract	Office of the Project Director PCLAMP, Directorate General Agriculture (Field) Punjab, Soil Survey Building, Near PTCL Exchange, Multan Road, Lahore	120 days after signing the contract

3. Technical Specifications[9]

TECHNICAL SPECIFICATIONS –

(The entire Bidding Document and particularly the Section 6 "Schedule of Supply" to the Bidding Document is intended to be unrestrictive and any reference therein to a brand name, manufacturer, supplier, country of origin, place of manufacture, model, or product is solely for identification and shall not be construed as restrictive, preferential, or exclusive. Goods from any eligible source shall be acceptable, provided they are demonstrated to the Purchaser's satisfaction to meet or exceed the specified performance, functional, quality, and technical requirements.)

Sr. No	Parameter	Description
1.	Application	For data collection, office, APP managements and field use
2.	SIM Slot	Nano-SIM, 5G Supported, PTA Approved
3.	Display	≥ 11-inch, high-resolution IPS/AMOLED or equivalent display, with 2560 × 1600 pixels or higher resolution.
4.	OS Platform	Android 13 or better
5.	CPU	Octa-core (8-core) processor or equivalent/better, with minimum 1.95 GHz.
6.	Memory	Storage: 128 GB or higher Ram: 8 GB or higher
7.	Camera	Front: 8 MP or higher Main: 8 MP or higher
8.	Sound	Built-in quad speakers (4 speakers) or better
9.	Connectivity	USB C, Wi-Fi, Bluetooth
10.	Positioning	GPS, GLONASS, Galileo
11.	Sensors	Built-in standard sensors including accelerometer, gyroscope and compass or equivalent/ better functionality
12.	Battery	Built-in rechargeable battery with a capacity of minimum 8,000 mAh
13.	Accessories	As per manufacturer's standard including charging cable and adapter, Screen Protector
14.	Warranty	Free: 01 year/OEM whichever is greater.

[9] *Items shall be inspected and tested upon delivery to verify compliance with the specified technical parameters.*

4. Supplementary Information

The Supplier shall supply tablets in accordance with the technical specifications specified in Section 6 (3) of the bidding document. Upon delivery, the tablets shall be inspected by the Inspection Committee of the Procurement Agency (PA) to verify compliance with the prescribed technical specifications, quantity, make, model, physical condition, accessories and warranty requirements. The Committee shall complete the inspection and communicate its findings in writing within seven (07) days of delivery.

Failed Inspection and Re-inspection: If any tablet fails to meet the prescribed requirements, the PA shall issue a written inspection report specifying the deficiencies and grounds for rejection and communicate the same to the Supplier. The Supplier shall, at its own cost, replace or rectify the non-compliant tablets and present them for re-inspection. If the tablets fail inspection on three (03) occasions, the PA shall initiate appropriate contractual action for breach of contract in accordance with the bidding document and contract conditions. In case of disagreement by the Supplier regarding the grounds for rejection, the matter, along with the inspection report and supporting documents, shall be referred to the competent higher authority for a decision in accordance with the contract.

Section 7: General Conditions of Contract

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1. Definitions

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

(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(f) "Digital Risks" refers to the potential adverse impacts on cybersecurity, data privacy, and data management arising from the use of digital and information technologies.

(g) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(h) "Eligible Countries" means the countries and territories eligible as listed in Section 5.

(i) "EHS" means environmental, health and safety

(j) "Environmental, Health, and Safety Code of Conduct" means the standards of conduct set out in Annex to the Contract which the Supplier and the subcontractors are required to comply with in case the Project is assessed as having Category A or B for environmental risks under ADB's Safeguard Policy Statement (2009).

(k) "GCC" means the General Conditions of Contract.

(l) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(m) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).

(n) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

(o) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance, and other similar obligations of the Supplier under the Contract.

(p) "SCC" means the Special Conditions of Contract.

(q) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(r) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(s) "ADB" is the Asian Development Bank.

(t) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

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

3. Fraud and Corruption

3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose

any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract and expel him from the Site, and the provisions of Clause 35 shall apply as if such termination had been made under Sub- Clause 35.1 (a)(iii) [Termination].

3.2 Should any employee of the Supplier be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice or other integrity violations during the supply of Goods and Services then that employee shall be removed.

3.3 ADB requires Borrowers (including beneficiaries of ADB-financed activities) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees, and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; and

(vi) "integrity violation" means any act, as defined under ADB's Investigation and Enforcement Framework (as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: failure to disclose and manage conflict of interest,[10] obstructive practice, violations of debarment, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.

(b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers, or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB- financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

(d) will impose enforcement and disclosure actions on a firm or an individual at any time, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework , including declaring ineligible, either indefinitely or for a stated period of time, to participate[11] in activities financed, administered, or supported by ADB or to benefit from a contract financed, administered, or supported by ADB or otherwise, if it, at any time, determines that the firm or

[10] "Conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

[11] Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in Bidding Document and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, contractors, consultants, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees, and personnel, to permit ADB or its representative to inspect the site and their assets, accounts, and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.4 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees, and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case-by-case basis by ADB, such cooperation is set out in detail in the Investigation and Enforcement Framework (as amended from time to time).

3.5 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, subcontractors, and other third parties engaged or involved in ADB-related activities, such subconsultants, subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

3.6 The Supplier shall permit ADB or its representative to inspect the Supplier's site, assets, accounts and records and other documents relating to the bid submission and contract performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

3.7 The Supplier undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.[12]

4. Interpretation

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

4.2 Incoterms

(a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

(a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

[12] The undertaking also applies during the period of performance of the contract.

4.6 Severability

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

5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture

6.1 If the Supplier is a Joint Venture, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, “country of origin” means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.

10. Settlement of Disputes

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

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. Scope of Supply

11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).

11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery

12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Purchaser's Responsibilities

14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

17. Taxes and Duties

17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

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

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

18. Performance Security

18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

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

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

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

19. Copyright

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

20. Confidential Information

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

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

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

(a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

21.3 The Supplier shall notify the Purchaser in writing of all subcontractors awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

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

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

24. Insurance

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

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).

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

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections

referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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

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

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

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

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

27. Liquidated Damages

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

28. Warranty

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

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

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

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

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

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be

necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

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

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

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

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the

Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

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

32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

33. Change Orders and Contract Amendments

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

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

(a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

37. Respectful Work Environment

37.1 The Supplier shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Supplier shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

37.2 The Supplier shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Supplier shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

Section 8: Special Conditions of Contract

Special Conditions of Contract

The following Special Conditions of Contract (SCC)[1] shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(m)	The Purchaser's country is: **Islamic Republic of Pakistan**
GCC 1.1(n)	The Purchaser is: **Project Director PCLAMP**
GCC 1.1(t)	The Site is: **Project Management Unit (PMU), Punjab Climate Resilient and Low-Carbon Agriculture Mechanization Project (PCLAMP), Directorate General Agriculture (Field) Punjab, Soil Survey Building, Near PTCL Exchange, Multan Road, Lahore**
GCC 4.2(b)	The version of Incoterms shall be: **Incoterms® 2020** ICC rules for the use of domestic and international trade term
GCC 5.1	The language shall be: **English** Language for translation of supporting documents and printed literature is: **English**
GCC 8.1	For notices, the Purchaser's address is: Attention: **Project Director PCLAMP** Address: **Project Management Unit (PMU), Punjab Climate Resilient and Low-Carbon Agriculture Mechanization Project (PCLAMP) at Directorate General Agriculture (Field) Punjab, Soil Survey Building, Near PTCL Exchange, Multan Road, Lahore** City: **Lahore** ZIP code: **54780** Country: **Islamic Republic of Pakistan** Telephone: **+92 42 37831408** E-mail: **pdpclamp@gmail.com**
GCC 9.1	The governing law shall be: **Islamic Republic of Pakistan**
GCC 10.2	The formal mechanism for the resolution of disputes shall be: **Arbitration** For a contract with a Foreign Supplier: In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. The arbitration procedure shall be administered by the Singapore International Arbitration Centre Place of arbitration: Singapore
	For a contract with a Local Supplier: Arbitration shall be carried out in accordance with the rules and provisions of the Arbitration Act 1940 of the Islamic Republic of Pakistan. Place of arbitration: Lahore, Punjab, Pakistan
GCC 11.1	The Scope of Supply shall be defined in: **Section 6 (Schedule of Requirements)**
GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be:

	"For Goods supplied from abroad as per Incoterms CIF or CIP: For Goods from within the Purchaser's country as per Incoterm Incoterms® 2020: Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: (a) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) delivery note, railway receipt, or truck receipt; (c) Manufacturer's or Supplier's warranty certificate; (d) certificate of origin. The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.] The quoted price shall include all applicable costs of packing, transportation, freight, transit insurance, export and import clearance, customs duties, taxes, delivery and unloading. The Supplier shall furnish the following documents, as applicable: **Delivery and Acceptance** The Supplier shall deliver all tablets to the delivery address specified in the Contract. Upon delivery, the tablets shall be subject to post-delivery inspection and acceptance in accordance with the inspection and acceptance provisions of the bidding document. Submission of shipping documents or delivery of the tablets shall not, by itself, constitute final acceptance by the Purchaser.
GCC 15.2	The price adjustments shall be: **Not Applicable**
GCC 16.1	Payment of the Contract Price shall be made in the following manner: 100% payment shall be made in Pakistani Rupees (PKR) after complete delivery, inspection, and acceptance of all Goods by the Purchaser. Partial delivery and corresponding part payment shall also be allowed, subject to inspection and acceptance of the delivered Goods and submission of the required invoice and supporting documents. Payment will be made in **Pak. Rupees** in the following manner: • Running Bill. or • Treasury Cheque, or • Cross Cheque
GCC 16.4	The currencies for payments shall be: **Pakistani Rupee (PKR) Only or in any freely convertible currency acceptable to the Purchaser.**
GCC 18.1	The Supplier shall provide a Performance Security of **05%** of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: **Pakistani Rupee (PKR) or in any freely convertible currency acceptable to the Purchaser**.
GCC 18.3	The forms of acceptable Performance Securities are: The successful Bidder shall furnish a Performance Security in the form of an unconditional bank guarantee issued by a reputable scheduled bank located in Pakistan or abroad and acceptable to the Purchaser, in the format specified in Section 9 (Contract Forms) of the Bidding Document. The Performance Security shall be submitted within the period specified in the bidding document and shall remain valid for the period stipulated in the Contract.
GCC 18.4	The Performance Security shall be discharged in accordance with GCC Sub-Clause 18.4. Upon delivery and acceptance of the Goods, the Performance Security shall be reduced to 2.5% of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC Clause

<table>
<tr><td></td><td>28.3.</td></tr>
<tr><td>GCC 23.2</td><td>The packing, marking, and documentation within and outside the packages shall be:

All goods shall be packed in sturdy, weatherproof containers to withstand the rigors of transportation and handling.

Goods transported by sea shall be packed in containers suitable for under-deck storage to protect against saltwater exposure and weather conditions.

External Marking

Each package shall be clearly marked with the following information:
• Consignee's name and address
• Purchase order number

Internal Marking

• Internal contents shall be labeled with part numbers, descriptions, and quantities.

Each item or smaller package within the main container shall have a label with the purchase order number and destination details.

External Documentation

A packing list shall be attached to the outside of each package in a waterproof envelope. The packing list shall include:
• Detailed description of contents
• Quantity of each item
• Purchase order number
• Serial numbers (if applicable)</td></tr>
<tr><td>GCC 24.1</td><td>The insurance coverage shall be in accordance with: Pursuant to GCC, Subclause 24.1, the Supplier must insure the Goods in an amount equal to 110% of the CIP price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks and Strikes.</td></tr>
<tr><td>GCC 25.1</td><td>Obligations for transportation of the Goods shall be in accordance with: Incoterms® 2020 ICC rules for the use of domestic and international trade terms.</td></tr>
<tr><td>GCC 26.2</td><td>Tests and Inspections specified in GCC 16.1 and Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places:

<table>
<tr><th>Item No.</th><th>Description of Goods or Related Services</th><th>Delivery Schedule</th><th>Location</th><th>Required Arrival Date of Goods or Completion Date for Related Services</th></tr>
<tr><td>1</td><td>Provide and supply tablets</td><td>120 days after signing the contract</td><td>Office of the Project Director PCLAMP, Directorate General Agriculture (Field) Punjab, Soil Survey Building, Near PTCL Exchange, Multan Road, Lahore</td><td>120 days after signing the contract</td></tr>
</table>
</td></tr>
<tr><td>GCC 27.1</td><td>The applicable rate for liquidated damages for delay shall be: 0.5% of the contract price per week or part thereof.

The maximum amount of liquidated damages shall be: 10% of the contract price</td></tr>
</table>

GCC 28.3	The period of validity of the Warranty shall be: as specified in Section 6 of the bidding document. The place of final destination shall be: **Project Management Unit (PMU), Punjab Climate Resilient and Low-Carbon Agriculture Mechanization Project (PCLAMP),**

	Directorate General Agriculture (Field) Punjab, Soil Survey Building, Near PTCL Exchange, Multan Road, Lahore
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within 60 days of being notified by the Purchaser of the occurrence of such defects.
GCC 30.1(b)	The amount of aggregate liability shall be: 100% of the contract price

Section 9: Contract Forms

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Notice of Intention for Award of Contract

[*on letterhead paper of the Purchaser*]

[*date of notification*]

To: [*name of the Bidder*]
Attention: [*insert name of the Bidder's authorized representative*]
Address: [*insert address of the Bidder's authorized representative*]
Telephone/Fax numbers: [*insert telephone/fax numbers of the Bidder's authorized representative*]
E-mail Address: [*insert e-mail address of the Bidder's authorized representative*]

This is to notify you of our intention to award the contract [*insert name of the contract and identification number, as given in the Bid Data Sheet*]. You have [*insert number of days as specified in ITB 45.1 of the BDS*] days, from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid, and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 49.1.

The summary of the evaluation are as follows:

1. List of Bidders [*insert names of all bidders that submitted a bid together with the corresponding bid price at opening and evaluated bid price (if applicable)*]

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

   [*Provide reasons separately to each unsuccessful bidder why its bid was unsuccessful*]

3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

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

Invitation to Finalization of the Draft Contract Before Notification of Award

[*on letterhead paper of the Purchaser*]

[*date*]

To : [*Name and address of the bidder*]
Subject :
Contract No : [*please specify*]

This is to notify you that your Bid dated [*date*] for execution of the [*name of the contract and identification number, as given in the Bid Data Sheet*] is hereby found as the Most Advantageous Bid by our Agency.

You are hereby invited to discussions to finalize the draft contract, through *[…enter means of discussions, such as in-person meetings, venue, or electronic correspondence….].* The discussions on the finalization of the draft contract will include the topics given in the Attachment to this Invitation.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Topics to be discussed during finalization of the draft contract.

NOTE

The invitation to finalization of the draft contract provisions shall consider the following:

Finalization of draft contract can be made through in-person meetings or through correspondence, including electronic means through authorized emails of the parties to the draft contract.

During the discussions for finalization of the draft contract, no substantial changes shall be made to the Bid of the Bidder, scope of the Works, provisions of the Contract or any other aspects of the Bidding Documents, which would unfairly affect the competitive position of other bidders.

Without prejudice to the above, discussions during finalization of the draft contract may include, if applicable, the following; finalization of price adjustment indices, KPIs in relation to the Bid of the successful Bidder which have been evaluated under Technical Bids, schedules of payment currencies, mobilization plan, construction seasons, and any other matters which need clarification prior to issuance of Notification of Award.

Parties shall take into account that the finalization of the draft contract provisions is not a negotiation stage, but clarification and finalization of various aspects within the Contract, before signing of the contract. At this stage, the Purchaser shall not use this step to reject the Bid of the Bidder and move to the second ranked Bidder, or the successful Bidder shall not refuse to sign the Contract based on any disagreements. If such circumstances arise, the Purchaser shall seek ADB's no-objection prior to declaring that a contract with the successful bidder cannot be signed.

Notification of Award

[*on letterhead of the Purchaser*]

Letter of Acceptance

[*date*]

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

Subject: Contract No. [*please specify*]

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Draft Contract

Beneficial Ownership Disclosure Form

NOTE

NOTE TO BIDDERS:
This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.
For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

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

Contract No. *[please specify]*

To: [*insert complete name of Purchaser*]

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

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

Details of beneficial ownership

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

OR

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

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

OR

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

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights

- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

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

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

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

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

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

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

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

Contract Agreement

THIS AGREEMENT made on the [*insert date*] day of [*insert month*], [*insert year*], between [*insert complete name of the Purchaser*] of [*insert complete address of the Purchaser*] (hereinafter "the Purchaser"), of the one part, and [*insert complete name of the supplier*] of [*insert complete address of the Supplier*] (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [*insert brief description of the goods and related services*] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of [*insert currency or currencies and amount of contract price in words and figures*] (hereinafter "the Contract Price"),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement, viz.:
    (a) the Contract Agreement
    (b) Letter of Acceptance;
    (c) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
    (d) Addenda Nos. [*insert addenda numbers if any*][13]
    (e) Special Conditions of Contract including;
    - the Particular Conditions – Part A – Performance Damages (optional)
    - the Particular Conditions – Part B – Bonuses (optional)

    (f) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
    (g) General Conditions of Contract;
    (h) Schedule of Supply; and
    (i) Environmental and Social Code of Conduct for Supplier's Personnel;
    (j) any other documents shall be added here. [14]

    This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Contract Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

[13] Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

[14] Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

Signed by [*insert authorized signature for the Purchaser*] (for the Purchaser)

Signed by [*insert authorized signature for the supplier*] (for the Supplier)

Performance Security

[*Bank's name, and address of issuing branch or office*][15]

Beneficiary: ..... [*Name and address of the purchaser*] .....

Date: .....

Performance Guarantee No.: .....

We have been informed that [*name of the Supplier*] (hereinafter called "the Supplier") has entered into Contract No. [*reference number of the Contract*] dated [*date*] with you, for the execution of [*name of Contract and brief description of goods and related services*] (hereinafter called "the Contract").

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

At the request of the Supplier, we [*name of the bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [*name of the currency and amount in words*][16] [*amount in figures*] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [*date*] day of [*month*], [*year*],[17] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.[18]

. . . . . .

[*Signature(s) and seal of bank (where appropriate)*]

Note to Bidder

If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

[15] All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

[16] The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Purchaser.

[17] Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months] [1 year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[18] Or the purchaser may use " Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

Advance Payment Security

[insert complete name and number of contract][19]

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

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of the Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [*indicate type of security*], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [*insert currency and amount of guarantee in words and figures*].

We, the undersigned *[insert complete name of the guarantor]*, legally domiciled in *[insert full address of the guarantor]* (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [*insert currency and amount of guarantee in words and figures*].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [*insert date (as day, month, year)*].

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.[20]

Name: [*insert complete name of person signing the Security*]

In the capacity of [*insert legal capacity of person signing the Security*]

Signed: [*insert signature of person whose name and capacity are shown above*]

Duly authorized to sign the security for and on behalf of [*insert seal (where appropriate) and complete name of the guarantor*]

Date: [*insert date of signing*]

Note to Bidder

If the bank issuing advance payment security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

[19] All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
[20] Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

Environmental, Health, and Safety Code of Conduct

Environmental. Health, and Safety Standards of Conduct Form for the Supplier's personnel performing installation, operation and/or maintenance

NOTE TO PURCHASER

The following minimum requirements shall not be modified. *The Purchaser may add additional requirements to address identified issues, informed by relevant environmental, health, and safety assessment.*

Delete this Box prior to issuance of the Bidding Document.

NOTE TO BIDDER

The minimum content of the Environmental, Health, and Safety (EHS) Code of Conduct form as set out by the Purchaser shall not be substantially modified. *However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.*

The Bidder shall initial and submit the EHS Code of Conduct form as part of its bid.

ENVIRONMENTAL, HEALTH, AND SAFETY CODE OF CONDUCT FOR SUPPLIER'S PERSONNEL

We are the Supplier, [*enter name of Supplier*]. We have signed a contract with [*enter name of Purchaser*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental, health, and safety (EHS) risks related to the Works.

This EHS Code of Conduct is part of our measures to deal with environmental, health, and safety risks related to the Works as contained in the Environmental, Health, and Safety Management Plan (EHSMP) and other relevant project documents. It applies to all our staff, laborers, and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Supplier's Personnel" and are subject to this EHS Code of Conduct.

This EHS Code of Conduct identifies the behavior that we require from all Supplier's Personnel.

Our workplace is an environment where unsafe, offensive, abusive, or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Supplier's Personnel shall:

1. carry out its duties competently and diligently;
2. comply with this EHS Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety, and well-being of other Supplier's Personnel and any other person;
3. maintain a safe working environment, including by:
   (a) ensuring that workplaces, machinery, equipment, and processes under each person's control are

safe and without risk to health;

(b) wearing required personal protective equipment;

(c) using appropriate measures relating to chemical, physical, and biological substances and agents; and (d) following applicable emergency operating procedures;

4. report work situations that it believes are not safe or healthy and remove itself from a work situation that it reasonably believes presents an imminent and serious danger to its life or health;
5. treat other people with respect and not discriminate against specific groups such as women, people with disabilities, migrant workers, or children;
6. report violations of this EHS Code of Conduct; and
7. not retaliate against any person who reports violations of this EHS Code of Conduct, whether to us or the Purchaser, or who makes use of the grievance mechanism for Supplier's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that it believes may represent a violation of this EHS Code of Conduct, or that otherwise concerns it, it should raise the issue promptly. This can be done by calling [*insert number*] to reach the Supplier's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

CONSEQUENCES OF VIOLATING THE ENVIRONMENTAL, HEALTH, AND SAFETY CODE OF CONDUCT

Any violation of this EHS Code of Conduct by Supplier's Personnel may result in serious consequences, up to and including termination of the employment and/or engagement contract and possible referral to legal authorities.

FOR SUPPLIER'S PERSONNEL:

I have received a copy of this EHS Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this EHS Code of Conduct, I can contact [*enter name of Supplier's contact person(s) with relevant experience*] requesting an explanation.

Name of Supplier's Personnel: [*insert name*]

Signature:

.....

Date: [*day month year*]: .....

Countersignature of authorized representative of the Supplier:

Signature:

.....

Date: [*day month year*]: .....

NOTE TO THE BIDDER

The minimum content of the Environmental, Health, and Safety (EHS) Code of Conduct form as set out by the Purchaser shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.