PROCUREMENT OF GOODS

Request for Offers for Framework Agreements

**For Procurement under COVID-19 Emergency Response Operations**

 November 2020

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**Revisions**

**November 2020**

This version includes a few editorial enhancements.

**Preface**

This streamlined Standard Request for Offers for Framework Agreement or Goods has been prepared for use in contracts financed by the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).[[1]](#footnote-1) It modifies the Bank’s Standard Request for Bids- Framework Agreement for Goods document in order **to support the procurement of medical consumables and other necessary Goods under COVID-19 Emergency Response Operations.** If the procurement includes pharmaceuticals or vaccines, additional technical specifications and other specific provisions will be required, as included in the Bank’s Standard Procurement Documents for such items.

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

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**Request for Offers**

**for**

**Framework Agreements**

**for Supply of**

**Goods**

**Procurement of:**

*[insert identification of the Goods]*

**Specific Procurement Notice (SPN)**

Template

Request for Offers

Framework Agreement (s) for Supply of Goods

COVID-19 Emergency Response Procurement

**Procuring Agency:** [*insert name of agency doing this Primary Procurement*]

**Country:** [*insert name of Borrower’s country*]

**Name of Project:** [*insert project reference*]

**Framework Agreement Title:** [*insert short title for the FA*]

**Request for Framework Agreement Reference No.:** [ ]

**Loan No./Credit No./Grant No.:** [*as per the Loan/Credit/Grant document*]

**Request for Offers for Framework Agreement(s)**

1. This request for **Offers for** **Framework Agreement(s) (FA(s))** is for the procurement of Goods [*add if applicable:* “and Related Services,”] required in response to the COVID-19 emergency.
2. The *[insert name of Borrower/Beneficiary/Recipient] [has received/has applied for]* financing from the World Bank (Bank) toward the cost of the [*insert name of project or grant*] and intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the [*Framework Agreement (FA)/Framework Agreements (FAs)*] for [*insert title of Framework Agreement(s)*] concluded through this procurement process.
3. The primary procurement to establish an FA(s) will be conducted through streamlined competitive procurement process, and is open to all eligible suppliers as defined in the World Bank’s “Procurement Regulations for IPF Borrowers” *[insert date of applicable Procurement Regulations edition as per legal agreement]* (“Procurement Regulations”).
4. The Procuring Agency now invites sealed Offers from eligible suppliers for *[insert brief description of Goods required, including estimated quantities over the Term of the Framework Agreement(s), indicative location(s), indicative delivery schedule(s) etc. if known*].
5. The request for Offers for FA (s) will be issued through electronic means [*indicate as appropriate:* e-procurement/ e-mail attachment] to interested suppliers upon the submission of a written request to the address below: *[Insert address, including e-mail address as applicable]*

*[Insert name of office]*

*[Insert name of officer and title]*

*[Insert postal address and/or street address, postal code, city and country]*

*[Insert telephone number, country and city codes]*

*[Insert facsimile number, country and city codes]*

*[Insert email address]*

*[Insert web site address]*

Request for Offers

Framework Agreement (s) for Supply of Goods

COVID-19 Emergency Response Procurement

**Procuring Agency:** [*insert name of agency doing this Primary Procurement*]

**Country:** [*insert name of Borrower’s country*]

**Name of Project:** [*insert project reference*]

**Framework Agreement Title:** [*insert short title for the FA*]

**Request for Framework Agreement Reference No.:** [insert ]

**Loan No./Credit No./Grant No.:** [*as per the Loan/Credit/Grant document*]

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Instructions to Suppliers

1. This request for Offers for concluding a Framework Agreement(s) (FA(s)) is for the procurement of Goods [***add if applicable****:* “and Related Services,”] required in response to the COVID-19 emergency.
2. The *[****insert name of Borrower/Beneficiary/Recipient****] [****has received/has applied for****]* financing from the World Bank (Bank) toward the cost of the [***insert name of project or grant*]** and intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the [***Framework Agreement (FA)/Framework Agreements (FAs)***] for [***insert title of Framework Agreement(s)***] concluded through this procurement process.
3. The FA(s) will be established through a streamlined competitive procurement process (“the Primary Procurement”) open to all eligible suppliers as defined in the World Bank’s “Procurement Regulations for IPF Borrowers” ***[insert date of applicable Procurement Regulations edition as per legal agreement]*** (“Procurement Regulations”).
4. The Procuring Agency now invites sealed Offers from eligible suppliers for ***[insert brief description of Goods required, including estimated quantities over the Term of the Framework Agreement(s), indicative location(s), indicative delivery schedule(s) etc. if known*]**.
5. Suppliers may submit Offers for one or more items.
6. The Procuring Agency **[*select appropriate option*: “*is the sole Purchaser under the Framework Agreement*[*s*]” / “*is a Purchaser acting on behalf of* [*another/a group of*] *Purchaser*[*s*]” / “*is a central purchasing entity (but not itself a Purchaser) acting on behalf of* [*a/a group of*] *Purchaser*[*s*]*”*].**
7. The **[*Framework Agreement/Framework Agreements*]** to be concluded will be **[*choose one of the following two options*: “*Single-User*.” *OR” Multi*-User.”] [*For Single-User FA/FAs, add the following: “*The Single-User entitled to purchase under the [*Framework Agreement/Framework Agreements*] is [*insert legal name of the agency*.]] [*For Multi-User FA/FAs add the following*: *“A list of the users (participating Purchasers) entitled to purchase under the* [*Framework Agreement/Framework Agreements*]** is as follows***:[insert list]*”]].**
8. This Primary Procurement intends to conclude **[*Choose appropriate option:* “*****a*** ***Single-Supplier Framework Agreement” / “Multi-Supplier*** ***Framework Agreement(s) up to a maximum of [insert number] Suppliers”*].**
9. The **[*Framework Agreement/Framework Agreements*]** shall be concluded for a Term of ***[*insert *number of months/(s), not to exceed three years]*** from the commencement date stated in the Framework Agreement. **[*If applicable, indicate an option to extend the initial term] by\_\_\_\_\_ [insert number of months/years; total term including option not to exceed five years]***
10. The Primary Procurement shall establish *[Choose appropriate option:* ***“Closed Framework Agreement(s)” / “Open Framework Agreement”. In case of Open Framework Agreement, provide a brief outline of the process for including/admitting new suppliers into the FA]*.**
11. The selection of a FA supplier to be awarded a Call-off Contract will be done through a Secondary Procurement process as defined in the Framework Agreement(s). However, the conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency, including participating Purchasers, to purchase Goods under a Call-off Contract, nor does it prevent the Procuring Agency, including participating Purchasers from purchasing the same or similar Goods outside the Framework Agreement(s).
12. Any clarification request regarding this Request for Offers for FA(s) may be sent in writing to ***[insert: name and email address of the Procuring Agency’s representative]* before [*insert date and time*].** The Procuring Agency will forward copies of its response, including a description of the inquiry but without identifying its source, to all suppliers to whom the request for offers for FA document has been issued to.
13. Offers for the FA(s) shall be submitted using the following: **[*insert method as applicable: e.g. by email, through e-procurement system*]** to the following address; [***Attention: [insert full name of person, if applicable; E-mail address: or link to e-procurement system***]
14. Offers submitted as email attachments shall be in the form of scanned non-editable images. ***[Include if needed: To facilitate the procurement process, the Procuring Agency may require copies of the same Offers in other formats (such as in Word or Excel, stating that in case of discrepancies, the Offer in the form of scanned non-editable image shall governs]***
15. The deadline for submission of offers is **[*insert time, day, month, year***]. Offers will be opened on **[*insert time, day, month, year*]** by the Procuring Agency’s representatives in the presence of the supplier’s designated representatives who choose to attend the virtual opening ***[Under the COVID-19 emergency situation, if virtual opening is not feasible, the offers may be opened by the Procuring Agency’s representatives only]*.** Minutes of the opening will be shared with all suppliers who submitted an Offer.
16. The Offers shall be valid until ***[insert day, month and year; this period shall be relatively short i.e. sufficient to complete the evaluation of offers and any approvals on an expedited basis].***
17. A supplier may be a firm that is a private entity, a state-owned enterprise or institution subject to para. 18 below, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of Call-off Contract(s). The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Primary Procurement process and any Call-off Contract.
18. Suppliers that are state-owned enterprises or institutions in the Procuring Agency’s country may be eligible to compete and conclude a Framework Agreement or be awarded a Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:

### are legally and financially autonomous;

### operate under commercial law; and

### are not under supervision of the agency concluding or managing this Framework Agreement or a Purchaser.

1. A supplier may have the nationality of any country, subject to the restrictions pursuant to para. 20 below. A supplier shall be deemed to have the nationality of a country if the supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of a Call-off Contract including Related Services.
2. Firms and individuals may be ineligible if so indicated in para. 22 below and:

### as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or services required; or

### by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of Goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

1. All the Goods and Related Services to be supplied under a Call-off Contract awarded under a Framework Agreement and financed by the Bank, may have their origin in any country in accordance with para. 22 below.
2. In reference to para. 20 and 21, for the information of suppliers, at the present time firms, goods and services from the following countries are excluded from this procurement process:
3. Under para. 20 (a) and para. 21: *[insert a list of the countries following approval by the Bank to apply the* restriction *or state “none”].*
4. Under para. 20 (b) and para. 21: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*
5. A supplier that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in the Appendix to the Framework Agreement paragraph 2.2 d., shall be ineligible to be awarded or otherwise benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined.

A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.>

1. A firm that submits an Offer to conclude an FA (either individually or as a JV member) shall not participate in more than one Offer for the same item. This includes participation as a subcontractor. A firm that does not itself submit an Offer for an item either individually or as a JV member, may participate as a subcontractor in more than one Offer for the item.
2. A supplier shall not have a conflict of interest. Any supplier found to have a conflict of interest shall be disqualified. A supplier may be considered to have a conflict of interest for the purpose of this framework agreement process, if the supplier:
   * 1. directly or indirectly controls, is controlled by or is under common control with another supplier that submitted an Offer for the same item; or
     2. receives or has received any direct or indirect subsidy from another supplier that submitted an Offer for the same item; or
     3. has the same legal representative as another supplier that submitted an Offer for the same item; or
     4. has a relationship with another supplier that submitted an Offer for the same item, directly or through common third parties, that puts it in a position to influence the Offer of another supplier, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; or
     5. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Primary procurement process; or
     6. or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Purchaser or Borrower in implementing the Framework Agreement or a Call-off Contract; or
     7. would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project 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
     8. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who are involved in the preparation or implementation of Framework Agreement or Call-off Contract*.*

**Fraud and Corruption**

1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the Appendix to the Framework Agreement.
2. In further pursuance of this policy, suppliers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the Primary Procurement process, Framework Agreement performance, Secondary Procurement, and/or Call-off Contract/s performance (in case of award), and to have them audited by auditors appointed by the Bank.
3. Unit Prices in the Price Schedules shall be quoted against ***[choose either option: estimated quantities over the FA period/ indicative range for individual call-off quantities]*** in the following manner:
   * 1. For Goods to be supplied from within the Purchaser (s)’ country: the price of the Goods quoted EXW, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; and
     2. For Goods to be supplied from outside the Purchaser(s)’ Country:

***[Choose either Option 1 or 2]***

***Option 1*: [*If the Procuring Agency requires the Goods to be delivered in the Purchaser (s)’ country]:***

the price of the Goods, quoted CIP named place of destination in the Purchaser(s)’ Country***[specify named place of destination];***

***Option 2 [If the Purchaser arranges for the main carriage from e*.g. *airports in the supplier’s country*]:**

the price of the Goods, quoted FCA ***[named place e.g. terminal in the supplier’s country];***

* + 1. for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

1. The supplier may quote its price in a foreign currency of its choice in addition to the currency of the Purchaser’s Country (for any local costs as applicable).
2. The offers will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the Request for FA(s).
3. The comparison shall be on the basis of CIP (named place of destination) **[*or FCA (named place) if Offer is requested on FCA basis*]** prices for Goods to be supplied from outside the Purchaser’ country and EXW prices for Goods supplied from within the Borrower’s country; together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods and sales and similar taxes levied in connection with the sale or delivery of goods.
4. The evaluated unit price/s will be determined after correcting any arithmetic errors and other specified adjustments, if any.
5. For evaluation and comparison purposes, the currency(ies) of the Offers shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is: ***[Insert name of currency].*** The source of exchange rate shall be: ***[Insert name of the source of exchange rates].***The date for the exchange rate shall be*:* ***[insert day, month and year]****.”]*
6. After determining the substantially responsive and the lowest-evaluated unit rate/s Offer/s, the Procuring Agency shall carry out the post-qualification of the supplier/s using the requirements specified below:
   * 1. If the supplier is a manufacturer:

(i) Financial Capability

The supplier shall furnish documentary evidence that it meets the following financial requirement(s): ***[list the requirement(s) including period]***

(ii) Experience and Technical Capacity

The supplier shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): ***[list the requirement(s)]***

(iii) Documentary Evidence

The supplier shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: ***[list the requirement(s)]***

* + 1. If the supplier is not a manufacturer:

If a supplier is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form, the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the supplier shall demonstrate that it has successfully completed at least ***[insert number of contracts]***contracts of similar goodsin the past ***[insert number of years]*** years.

1. The Framework Agreement will be signed with eligible supplier/s who:
   * 1. [***for Single-Supplier FA, insert*: “**offers the lowest evaluated unit rate for an item/s; ***for Multi-Supplier FA insert*:** “highest ranking suppliers in terms of lowest evaluated unit rates for an item up to a maximum of *[****insert number in accordance with para. 8 above]***suppliers*;*
     2. is substantially responsive to the requirements of this Request for FA(s); and
     3. is qualified in accordance with para. 23 above.

**Notification to conclude a Framework Agreement**

1. The Procuring Agency shall invite by the quickest means [*e.g. e-mail*] the successful suppliers for any discussion/ negotiation [*this is expected to be virtual in light of the emergency situation*] that may be needed to conclude the Framework Agreement or otherwise for signature of the FA/s.
2. The Procuring Agency shall communicate by the quickest means with the other Suppliers on its decision on the conclusion of the FA/s. An unsuccessful supplier may request clarifications as to why its Offer was not determined to be successful. The Procuring Agency will address this request within a reasonable time.
3. The Procuring Agency shall publish the Conclusion of Framework Agreement notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract. The information shall include: name and address of the Procuring Agency, and if applicable, all participating Purchasers; name and reference number of the Framework Agreement being concluded, and the selection method used; names of all suppliers that submitted offers, and their prices as offered and as evaluated; names of all suppliers whose Offers were not included for the FA with reasons; and the name(s) of the successful supplier (s), the duration of Framework Agreement(s), and a summary of its scope.

**No obligation to Purchase**

1. The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Purchaser(s) to purchase any Goods under the Framework Agreement.

**Secondary Procurement Process for awarding a call-off Contract**

1. The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off contract is specified in the Framework Agreement (Framework Agreement, Schedule 4, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA suppliers must continue to be qualified and eligible, and the Goods must continue to be eligible. The Purchaser may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of such continued qualification and eligibility.
2. The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in the Framework Agreement.

Primary Procurement- Framework Agreement Forms

Supplier Offer Form

|  |  |
| --- | --- |
| **From:** | **[*Insert Supplier’s name*]** |
| **Supplier’s Representative:** | [*Insert name of Supplier’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Supplier’s address*] |
| **Email:** | [*Insert Supplier’s email address*] |

|  |  |
| --- | --- |
| **To:** | **[*Insert Procuring Agency’s name*]** |
| **Purchaser’s Representative:** | [*Insert name of Procuring Agency’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address :** | [*Insert Procuring Agency’s address,* ***including email***] |
| **RFA Ref No.:** |  |
| **Date of Offer:** |  |

Dear [*insert name of Procuring Agency*]:

1. **No reservations:** We have examined and have no reservations to the Request for Framework Agreement document, including any addenda issued.
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest.
3. **Eligible Goods and Related Services**: If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country. The Goods and Related Services shall be sourced from [*insert name of the country(ies)*].
4. **Conformity:** We offer to supply, in conformity with the Request for Framework Agreement document and in accordance with Section VII- Schedule of Requirements, the following Goods: [*insert a brief description of the Goods and Related Services*].
5. **Offered Unit Price**: The total **unit price/s** *[including Related Services, if applicable]* for the offered items is included in the attached Price Schedule- Summary.
6. **Unconditional Discounts**: The unconditional discounts offered are: *[Specify any unconditional discount offered on the unit price/s.]*
7. **Validity Period**: Our Offer shall be valid until the date specified in the Request for Offers for Framework Agreement, and it shall remain binding upon us and may be accepted at any time before it expires.
8. **Performance Security**: [*delete if performance security is not required*]

If our Offer is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security.

1. **One Offer per Supplier**: We are not submitting an Offer for the same item both individually and as a Joint Venture member or as a subcontractor.
2. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Procuring Agency’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council.
3. **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Request for Framework Agreement process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*[If none has been paid or is to be paid, indicate* “none.”]

1. **Not Bound to Purchase**: We understand that there is no obligation on the Procuring Agency/Purchaser(s) to purchase any Goods, and/or Related Services from any FA Supplier during the Term of the Framework Agreement.
2. **No expectation of Call-off Contract:** We confirm that no undertaking or any form of promise, representation or obligation has been made by the Procuring Agency/Purchaser in respect of the possible quantities or value of the Goods that may be ordered by it, or any participating Purchaser(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Offer on the basis of any such undertaking, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
3. **Not Bound to Accept**: In relation to this Primary Procurement, we understand that you are not bound to accept any Offer that you may receive.
4. **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Supplier**: \*[*insert complete name of the Supplier*]

**Name of the person duly authorized to sign the Offer on behalf of the Supplier**: \*\*[*insert complete name of person duly authorized to sign the Offer*]

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

**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 Offer submitted by a Joint Venture specify the name of the Joint Venture as Supplier.

\*\* Person signing the Offer shall have the power of attorney given by the Supplier. The power of attorney shall be attached with the Schedules.

Price Schedules

***[Option 1: Quantities based on call-off indicative quantities]***

**Price Schedule: Goods Manufactured outside the Procuring Agency’s Country**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Request for FA No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | | | | |
| 1 | 2 | 3 | 4 | 5 | | 6 |
| Line  Item  N° | Description of Goods | Country of Origin | **Indicative** Delivery Period as defined by Incoterms | **Indicative Quantity and physical unit per individual Call-off** | | ***Unit price***  ***cip [insert place of destination] [ as applicable, FCA (named place]*** |
| **Minimum** | **Maximum** |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of*  *the Goods]* | *[insert Delivery Period]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert number of units to be supplied and name of the physical unit* | *[insert price per unit]* |
|  |  |  |  |  |  |  |
| Name of Supplier *[insert complete name of Supplier]* Signature of Supplier *[signature of person signing the Offer]* Date *[insert date]* | | | | | | |

***Note to the Procuring Agency:***

* *Information for columns 1, 2, 4 (indicative), and 5 (indicative) to be inserted by the Procuring Agency.*
* *If the items comprise of sub-items, insert the corresponding sub-item information.*
* *If the final destinations are known at the time of issuance of the primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procuring Agency’s Country to convey the Goods to their final destination”*

***[Option 1: Quantities based on call-off indicative quantities]***

**Price Schedule: Goods Manufactured within the Procuring Agency’s Country**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Request for FA No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | | | |
| 1 | 2 | 3 | 4 | | 5 |
| Line Item No. | Description of Goods | **Indicative**  Delivery Period as defined by Incoterms | **Indicative Quantity and physical unit per individual Call-off** | | **Unit price EXW** |
| **Minimum** | **Maximum** |  |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert Delivery Period]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert price per unit]]* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Name of Supplier *[insert complete name of Supplier]* Signature of Supplier *[signature of person signing the Offer]* Date *[insert date]* | | | | | |

***Note to the Procuring Agency:***

* *Information for columns 1, 2, 3 (indicative), and 4 (indicative) to be inserted by the Procuring Agency.*
* *If the items comprise of sub-items, insert the corresponding sub-item information.*
* *If the final destinations are known at the time of issuance of the primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procuring Agency’s Country to convey the Goods to their final destination”*

***[Option 2: Quantities based on estimated quantity over FA Period]***

**Price Schedule: Goods Manufactured outside the Procuring Agency’s Country**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Request for FA No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 |
| Line  Item  N° | Description of Goods | Country of Origin | **Indicative** Delivery Period as defined by Incoterms | **Estimated Quantity over FA period** and physical unit | ***Unit price***  ***cip [insert place of destination] [ as applicable, FCA (named place]*** |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of*  *the Goods]* | *[insert Delivery Period]* | *[insert number of units to be supplied and name of the physical unit* | *[insert price per unit]* |
|  |  |  |  |  |  |
| Name of Supplier *[insert complete name of Supplier]* Signature of Supplier *[signature of person signing the Offer]* Date *[insert date]* | | | | | |

***Note to the Procuring Agency:***

* *Information for columns 1, 2, 4 (indicative), and 5 (indicative) to be inserted by the Procuring Agency.*
* *If the items comprise of sub-items, insert the corresponding sub-item information.*
* *If the final destinations are known at the time of issuance of the primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procuring Agency’s Country to convey the Goods to their final destination”*

***[Option 2: Quantities based on call-off indicative quantities]***

**FA- Price Schedule: Goods Manufactured within the Procuring Agency’s Country**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Request for FA No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | |
| 1 | 2 | 3 | 4 | 5 |
| Line Item No. | Description of Goods | **Indicative**  Delivery Period as defined by Incoterms | **Estimated Quantity over FA period** and physical unit | **Unit price EXW** |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert Delivery Period]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert price per unit]* |
|  |  |  |  |  |
| Name of Supplier *[insert complete name of Supplier]* Signature of Supplier *[signature of person signing the Offer]* Date *[insert date]* | | | | |

***Note to the Procuring Agency:***

* *Information for columns 1, 2, 3 (indicative), and 4 (indicative) to be inserted by the Procuring Agency.*
* *If the items comprise of sub-items, insert the corresponding sub-item information.*
* *If the final destinations are known at the time of issuance of the primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procuring Agency’s Country to convey the Goods to their final destination”*

***[ If applicable]* Price for Related Services and Completion Schedule**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Request for FA No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | | | |
| 1 | 2. | 4 | 5 | 6 | 7 | |
| Item No. | Item Description | Description of Services (excludes inland transportation and other Related Services required in the Procuring Agency’s Country to convey the Goods to their final destination) | Country of Origin | Related Service Completion Period | Unit price | |
|
| *[insert item number]* | *[Insert name of Goods]* | *[insert name of Service]* | *[insert country of origin of the Services]* | *[insert* Related Service Completion Period *per item]* | *[insert unit price]* | |
|  |  |  |  |  |  | |
|  |  |  |  |  |  | |
|  |  |  |  |  |  | |
|  |  |  |  |  |  | |
| Name of Supplier *[insert complete name of Supplier]* Signature of Supplier *[signature of person signing the Offer]* Date *[insert date]* | | | | | |

**Price Schedule Summary**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Request for FA No**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | | |
| 1 | 2 | 4 | 5 | 6 |
| Item No | Description of Goods | Unit Price Supply portion | Unit Price Related Services | Unit Price  (4+5) |
| *[insert Item No.]* | *[insert name of Goods]* | *[insert unit price]* | *[insert unit price]* | *[insert total unit price]* |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Name of Supplier *[insert complete name of Supplier]* Signature of Supplier *[signature of person signing the Offer]* Date *[insert date]* | | | | |

**Supplier Information Form**

**Primary Procurement - Framework Agreement Goods**

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

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

**Request for FA No**.: *[insert reference number]*

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

|  |
| --- |
| 1. Supplier’s Name *[insert Supplier’s legal name]* |
| 2. In case of JV, legal name of each member: *[insert legal name of each member in JV]* |
| 3. Supplier’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Supplier’s year of registration: *[insert Supplier’s year of registration]* |
| 5. Supplier’s Address in country of registration: *[insert Supplier’s legal address in country of registration]* |
| 6. Supplier’s Authorized Representative Information  **Name**: *[insert Authorized Representative’s name]*  **Address**: *[insert Authorized Representative’s Address]*  **Telephone/Fax numbers**: *[insert Authorized Representative’s telephone/fax numbers]*  **Email Address**: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.  🞎 In case of JV, letter of intent to form JV or JV agreement.  🞎 In case of state-owned enterprise or institution, documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Supplier is not under the supervision of the Procuring Agency or Purchaser   8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

**Supplier’s JV Members Information Form**

**Primary Procurement - Framework Agreement Goods**

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

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

**Request for FA No**.: *[insert reference number]*

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

|  |
| --- |
| 1. Supplier’s Name: *[insert Supplier’s legal name]* |
| 2. Supplier’s JV Member’s name: *[insert JV’s Member legal name]* |
| 3. Supplier’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Supplier’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Supplier’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Supplier’s JV Member’s authorized representative information  **Name**: *[insert name of JV’s Member authorized representative]*  **Address**: *[insert address of JV’s Member authorized representative]*  **Telephone/Fax numbers**: *[insert telephone/fax numbers of JV’s Member authorized representative]*  **Email Address**: *[insert email address of JV’s Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Agency or Purchaser.  8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Manufacturer’s Authorization

*[The Supplier shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This* *letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

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

**Request for FA No**.: *[insert reference number]*

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

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert type of Goods manufactured],* having factories at *[insert full address of Manufacturer’s factories]*, do hereby authorize *[insert complete name of Supplier]* to submit an Offer 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 sign a Framework Agreement permitting them to enter into Call-off Contracts for the supply of the Goods.

We hereby extend our full guarantee and warranty in accordance with FAP 11 of the Framework Agreement, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with FAP 4 of the Framework Agreement. We also confirm that we comply with applicable health and safety obligations in accordance with FAP 4 of the Framework Agreement.

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

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

Title: *[insert title]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

Framework Agreement

[*This form is to be completed by the Procuring Agency in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.*

***Note****: the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the Primary Procurement process. In the Primary Procurement process the Procuring Agency is responsible for establishing the FA(s). However, the parties to the FA will be the “Purchaser(s)” (being Borrower’s agencies that are entitled to purchase under the FA) and, where appropriate, a “Lead Purchaser” or a “Responsible Agency” acting on behalf of a Purchaser(s) and responsible for managing and administering the FA.*]

This Framework Agreement [*insert reference number of the Framework Agreement]* is made for the supply of *[ insert brief description of Goods and Related Services]*

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

between

*[Select one of the three OPTIONS below]*

*[OPTION 1: for Single User Framework Agreement]*

**the Purchaser(s)** [*insert complete name of the Purchaser/s, the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of Country of Purchaser/s}”, or “a corporation incorporated under the laws of {insert name of Country of Purchaser/s}”*] *(*the Purchaser(s)) and

*[OPTION 2: for a Multi-User Framework Agreement* *with a Lead Purchaser that is responsible for managing and administering the Framework Agreement, and that is also a Purchaser,]*

between

**the Lead Purchaser** [*insert complete name of the Lead Purchaser, the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of the Lead Purchaser’s Country}”, or “a corporation incorporated under the laws of {insert name of Country of Lead Purchaser}”*] and having its principal place of business at *[insert Lead Purchaser’s address]* as a Purchaser in its own right under the Framework Agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers listed in Schedule *[insert number]* to this Framework Agreement (Purchaser (s)) and

*[OPTION 3: for a Multi-User Framework Agreement* *with an agency, that is not a Purchaser, but that is responsible for the management and administration of the Framework Agreement, for use by the Purchasers.*]

between

**the Responsible Agency** [*insert complete name of the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of Country} of the Responsible Agency”, or “a corporation incorporated under the laws of {insert name of Country of the Responsible Agency}”*] and having its principal place of business at *[insert Responsible Agency’s address]* as the agency responsible for the management and administration of the Framework Agreement for use by the participating Purchasers listed in Schedule [insert number] to this Framework Agreement (Purchaser (s)) and

**the Supplier** [*insert name of the Supplier*], a corporation incorporated under the laws of [*insert country of Supplier*] and having its principal place of business at [*insert Supplier’s address*] (Supplier)**.**

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

**Framework Agreement Provisions**

**Schedule 1**: Schedule of Requirements

**Schedule 2**: Price Schedules

**Schedule 3:** Security Forms

**Schedule 4**: Secondary Procurement

**Schedule 5**: List of participating Purchasers [*use for Multi-User FAs, otherwise delete*]

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

*[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Framework Agreement such as using DocuSign is recommended.]*

*[Select one of the three options below]*

*[OPTION 1: for Single User Framework Agreement]*

“For and on behalf of the Purchaser:”

*[OPTION 2: for a Multi-User Framework Agreement* *with a Lead Purchaser that is responsible for managing and administering the Framework Agreement, and that is also a Purchaser]*

“For and on behalf of the Lead Purchaser:”

*[OPTION 3: - for a Multi-User Framework Agreement* *with an agency, that is not a Purchaser, but that is responsible for the management and administration of the Framework Agreement, for use by the participating Purchasers.*]

“For and on behalf of the Responsible Agency”

Signed: [*insert signature*]

Full name: [*name of person signing*]

Agency: [*insert the name of agency*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification of official witness]*

For and on behalf of the Supplier:

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

Full name: [*name of person signing*]

In the capacity of: [*insert title or other appropriate designation*]

In the presence of [*insert identification official of witness*]

Framework Agreement Provisions (FAP)

[*This section is to be completed by the Purchasing agency as per the instructions provided in italicized text. The italicized text should be deleted from the final document*.]

|  |  |
| --- | --- |
| **Framework Agreement Provision (FAP)** | **Description** |
| 1. Definitions | * 1. The following words and expressions shall have the meanings hereby assigned to them  **“Bank”** means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.“**Base Price”** is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with **FA Provision FAP 8**.“**Business Day”** is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays.**“Call-off Contract”** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.“**Closed Framework Agreement”** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.**“Commencement** Date**”** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.“**Contract Price**” is the price payable to the Supplier as specified in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.“**Day**” means calendar day.“**Goods**” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the **FA Provisions,** that the Supplier is required to supply to the Purchaser under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.**“In Writing”** means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).**“Incoterms”** means the international commercial terms for goods published by the International Chamber of Commerce (ICC).**“Lead Purchaser”,** when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the **FAP 2.2.** All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.“**Multi-User Framework Agreement**” means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the **FAP 2.2;** **“Purchaser”** is the Borrower’s agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes Lead Purchaser, or Responsible Agency.“**Purchaser’s Country**” is the country specified in the **FAP 2.3.****“Related Services”** means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination.**“Responsible Agency**”, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.**“Secondary Procurement”** is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.“**Single-User Framework Agreement**” means a Framework Agreement where there is only one Purchaser, as specified in the **FAP 2.2**.**“Supplier”** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.**“Term”** mean the duration of this Framework Agreement as described in the **FAP2.4** starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the **FA 2.5**. |
| 1. Framework Agreement Specific Information | * 1. This Framework Agreement relates to the purchase and supply, under separate Call-off Contracts, of [*insert short title that describes the type of Goods, and any Related Services*]. The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.   2. [*state either* “This is a Single-User Framework Agreement.” *or* “This is a Multi-User Framework Agreement. All participating Purchasers are listed at Schedule [*insert Schedule number*]”]   3. The Purchaser’s Country is: *[insert the name of the country]*   4. The Framework Agreement and the Call-off Contracts shall be governed by and interpreted in accordance with the laws of *[state: “*the Purchaser’s Country*”, unless any other law shall apply].*   5. The Term of this Framework Agreement is [*enter number of years*] years. [*NOTE: the maximum initial Term shall not exceed 3 years*] from the Commencement Date.   6. *[*Delete *if the term is not to be extended]* The Term may be extended, at the Purchaser’s sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Purchaser shall give the Supplier no less than three (3) months’ notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than five (5) years.   7. The edition of Incoterms that shall apply is: *[insert date of edition]*   8. *[Price adjustment-****FAP 8*** *if applicable*]: Source of the indices, and the source of exchange rate (if applicable) and the base date indices *[ to be inserted by the Supplier]*   9. Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered, or on the notice’s effective date, whichever is later.   The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, including notices, are specified below. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.   * 1. **Purchaser’s Representatives**   *[Selection one of the following options]*  *OPTION 1:* *for a Single-User Framework Agreement* *use the following text*]  The name and contact details of the Purchaser’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:  Name:  Title/position:  Address:  Phone:  Mobile:  E-mail:  *OR*  *[OPTION 2: for a Multi-User Framework Agreement* *with a Lead Purchaser that is responsible for managing and administering the Framework Agreement and is also a Purchaser insert the name of the Lead Purchaser’s Representative and list all other participating Purchasers’ Representatives in a Schedule:*]  The name and contact details of the Lead Purchaser under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:  Name:  Title/position:  Address:  Phone:  Mobile:  E-mail:  The Representatives for all other participating Purchasers are listed in Schedule [*insert number*] to this Framework Agreement.  OR  *[OPTION 3: for a Multi-User Framework Agreement* *concluded by a central purchasing authority (that is not also a Purchaser)* *insert the following*]  The name and contact details of the Responsible Agency under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:  Name:  Title/position:  Address:  Phone:  Mobile:  E-mail:  The Representatives for all participating Purchasers are listed in Schedule [*insert number*] to this Framework Agreement.   * 1. **Supplier’s Representatives**   The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:  Name:  Title/position:  Address:  Phone:  Mobile:  E-mail: |
| 1. Framework Agreement Documents | * 1. This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.   2. This Framework Agreement comprises the following documents.:  1. Framework Agreement, including all Sections and Schedules; 2. Notice of Conclusion of a Framework Agreement; and 3. Offer submission form (from Primary Procurement process). |
| 1. Supplier’s Obligations | * 1. The Supplier shall offer to supply (standing offer) to the Purchaser, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.   2. The Supplier shall respond to a request from a Purchaser for quotation or direct contracting within the period specified in that request by either (i) submitting a quotation or (ii) accepting award of contract in case of direct selection or (iii) informing the Purchaser that it does not intend to supply the Goods and Related Services (if any) under the Call-off Contract.   3. During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 4.4 (a) to 4.4 (c) below. The Supplier shall notify the Purchaser immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.   4. The Goods supplied under Call-off Contracts that may be awarded by the Purchaser shall be:  of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements;at the Contract Price specified in the Call-off Contract; andin such quantities, at such times and to such locations as specified in the Call-off Contract.  * 1. ***[Include FAP 4.5 for rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]*** At any point during Term of the Framework Agreement, should technological advances be introduced by the Supplier for the Goods offered for the Framework Agreement, the Supplier shall provide to the Purchaser(s) of the Call-off Contracts the latest versions of the available Goods at the time of Call-off, having equal or better performance or functionality at no additional cost to the Purchaser (s).   2. The Supplier agrees that this Framework Agreement and any additional provisions set out in a Call-off Contract, shall apply to the supply of Goods.   3. **Forced Labor**   The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking..  Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.  Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.   * 1. **Child Labor**   The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).  The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.  Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:   1. with exposure to physical, psychological or sexual abuse; 2. underground, underwater, working at heights or in confined spaces; 3. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; 4. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 5. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.    1. **Health and safety obligations**   The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications. |
| 1. Continued Qualifications and Eligibility | * 1. The Supplier shall continue to have the nationality of an eligible country. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.   2. All Goods and Related Services to be supplied under a Call-off Contract and financed by the Bank shall continue to have their origin in eligible Countries**.** For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in **FAP 5.5** below.   3. To continue to be eligible the Supplier shall not have been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group’s Sanctions Framework.   4. The Purchaser may require, during the Term of the Framework Agreement, evidence of the Supplier’s continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.   5. At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible.   [*[insert a list of the countries following approval by the Bank to apply the restriction or state “none”].*] |
| 1. Role of Lead Purchaser or Responsible Agency | * 1. Where there is a Lead Purchaser or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Purchaser(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Purchaser or Responsible Agency.   2. The Lead Purchaser or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Purchaser named in the Call-off Contract.   3. Where no Lead Purchaser or Responsible Agency has been appointed, the named Purchaser is responsible for managing and administering the Framework Agreement and the provisions in **FAP** **2.9** above, in relation to communications and notices etc., apply to the Purchaser. |
| 1. Contract Price | * 1. The Contract Price for each call-off Contract shall be determined by applying: *[modify as appropriate]*   **For Direct Selection:**  the Base Price (unit price/s) stipulated in the **Framework Agreement, Schedule 2**, subject to any adjustments specified in **FAPs 8 and 9**; and anyadditional price for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in Call-off Contract.  or  **For Mini-competition:**  the successful competitive quotation subject to any adjustments specified in **FAPs 8 and 9**; and anyadditional price for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ. |
| 1. Adjustments for changes in Cost | * 1. Adjustments **to the Base Price (unit prices) stipulated in the** **Framework Agreement**   *[Select one of the two options]*  *[****OPTION 1****: use for FAs where the determining indices related to the unit price/s are not expected to vary by more than ±5% over the Term of the FA. In this case, use the following text:*  “The unit price/s offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The unit price/s shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.”]  *OR*  *[****OPTION 2****: use for FAs where the determining indices related to the unit price/s are expected to vary by more than ±5% over the Term of the FA In this case use the following text:*  “The unit price/s stipulated in the FA, shall not be subject to adjustments for Call-off contracts awarded within *[insert number of months depending on trend of volatility of the prices]* months from the date of conclusion of FA. For any Call-off contracts awarded after this specified period, the unit price/s shall be subject to an adjustment as follows:   1. for Call-off Contracts awarded through the Secondary Procurement method based on competitive quotations (mini-competition), Suppliers shall be required to offer prices that do not exceed their adjusted unit price/s as adjusted below; 2. for Call-off Contracts awarded through a Secondary Procurement method involving direct selection, (i.e. not awarded through a mini-competition), the price adjustment below shall be applied to that Supplier’s unit price/s to determine the Call-off Contract Price.   The price adjustment is intended to reflect changes in the cost of labor, material components, and/or other factors, over the relevant period of the FA. Where a price adjustment applies, it shall be calculated as follows:  a+b+c = 1  in which:  P1 = Call-off unit contract price.  P0 = unit price, as described in the Framework Agreement, Schedule 2: Price Schedules.  a = fixed element representing profits and overheads included in the Contract Price.  b = estimated percentage of labor component in the Contract Price.  c = estimated percentage of material component in the Contract Price.  L0, L1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.  M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.  The Supplier shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its offer.  The coefficients are as follows:  a = *[insert value of coefficient; generally, in the range of 5 to 15 percent]*  b = *[insert value of coefficient]*  c = *[insert value of coefficient]*  Base date = *[insert specific date which was the date of thirty (30) days prior to the deadline for submission of the offers in the Primary Procurement process]*  Date of adjustment =*:*   1. *For Direct Selection: the date 30 days prior to the* formation of the Call-off Contract 2. *For mini competition: the date 30 days prior to the Request for Quotation.*   If the currency in which the Contract Price (P0) is expressed, is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the unit price/s. The correction factor shall be: Z0 / Z1, where:  Z0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P0 on the Base date, and  Z1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P0 on the Date of Adjustment. |
| 1. Adjustments for Changes in Laws | * 1. If after the date of 28 days prior to date of Offer submission for the Framework Agreement, 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 (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Base Price (unit price/s) stipulated in the Framework Agreement, then such unit price/s 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 Framework Agreement. 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 **FAP 8**. |
| 1. Subcontractors | * 1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Call-off Contracts if not already specified in the Framework Agreement. Such notification, in the Framework Agreement or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Call-off Contract. |
| 1. Warranty | * 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.   2. 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.   3. The Supplier shall comply with any additional warranty obligation specified in the Call-off Contracts. |
| 1. Copyright | * 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. |
| 1. Patent Indemnity | * 1. The Supplier shall, subject to the Purchaser’s compliance with 13.2 below, 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:      1. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and      2. 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.   * 1. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in 13.1above, 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.   2. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.   3. 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.   4. 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. |
| 1. Limitation of Liability | * 1. Except in cases of criminal negligence or willful misconduct,  1. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and 2. Under each Call-off Contract, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the Call-off Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement. |
| 1. Force Majeure | * 1. The Supplier shall not be liable for forfeiture of its Performance Security (if required), 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 Framework Agreement and/or a Call-off Contract is the result of an event of Force Majeure.   2. For purposes of this provision, “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, and freight embargoes.   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.   4. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party. |
| 1. Language | * 1. The language of this Framework Agreement, and any Call-off Contract is [*insert* *language*]. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.   2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation. |
| 1. Fraud and Corruption | * 1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group’s Sanctions Framework, as set forth in the Appendix to this Framework Agreement Provisions (Fraud and Corruption).   2. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. |
| 1. Records, inspections and audit | * 1. The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.   2. Pursuant to paragraph 2.2 e. of the Appendix to the Framework Agreement, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of the Framework Agreement and/or any Call-off Contract. The Supplier’s and its subcontractors attention is drawn to **FAP 17** (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). |
| 1. Confidential Information | * 1. The Purchaser and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.   2. The obligation of a party under **FAP 19. 1** above, shall not apply to information that:  the Purchaser or Supplier need to share with the Bank or other institution(s) participating in the financing of a Call-off Contractnow, or in future, enters the public domain through no fault of that partycan 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 partyotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. |
| 1. Change to the Framework Agreement | * 1. Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires. |
| 1. Assignment | * 1. The Supplier shall not assign, in whole or in part, its obligations under this this Framework Agreement and/or Call-off Contracts, without the prior written consent of the Purchaser. |
| 1. Termination of the Framework Agreement | * 1. The Purchaser, without prejudice to any other remedy for breach of the Framework Agreement or Call-off Contract, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:  in the judgement of the Purchaser, the Supplier has engaged in Fraud and Corruption, orduring the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible, orthe Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement and/or Call-off Contract, in whole, or in part, without the prior written consent of the Purchaser, orthe Supplier becomes bankrupt or otherwise insolvent, orthe Supplier fails to perform any other obligation under the Framework Agreement and/or any Call-off Contract.  * 1. The Purchaser may terminate this Framework Agreement and/or any Call-off Contract, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser’s convenience, the extent to which the performance of the Supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.   2. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts already entered into under this Framework Agreement shall continue in full force and effect. However, no further Call-off Contracts shall be awarded once the Framework Agreement is terminated. |
| 1. Dispute resolution in relation to the Framework Agreement | * 1. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.   2. Where parties have exhausted the process described in **FAP 23.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/. In appointing the adjudicator parties should agree whether or not the adjudicator’s decision is to be final and binding.   3. Further dispute resolution mechanism for Call-off contracts shall be as specified in the Call-off Contracts. |

**Appendix to the Framework Agreement**

**Fraud and Corruption**

***(Text in this Appendix shall not be modified)***

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[2]](#footnote-2) (ii) to be a nominated[[3]](#footnote-3) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[4]](#footnote-4) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Framework Agreement – Schedules

**SCHEDULE 1: Schedule of Requirements**

[*insert the description of the Goods, requirements and technical specifications e.g.:*]

**Contents**

* + - 1. List of Goods *[consistent with the price schedule forms]*
      2. List of Related Services *[consistent with the price schedules]*
      3. Technical Specifications

*Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*

1. *standards*
2. *any required Related Services*
3. *any required tests and inspections*
4. *any functional guarantees covered by the Warranty.*

*[If a summary of the Technical Specifications (TS) has to be provided, the Procuring Agency shall insert information in the table below.*

***1.3.1 Summary of Technical Specifications****. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

|  |  |  |
| --- | --- | --- |
| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
| *[insert item No]* | *[insert name]* | *[insert TS and Standards]* |
|  |  |  |
|  |  |  |

**1.3.2 Detailed Technical Specifications and Standards** *[insert whenever necessary].*

*[Insert detailed description of TS]*

***FOR SPECIFICATIONS FOR GOODS FOR COVID-19* *EMERGENCY RESPONSE [As Applicable]: LINK WHO recommended*** [***specifications***](https://www.who.int/publications-detail/disease-commodity-package---novel-coronavirus-(ncov))

**1.3.3 Drawings**

***[OPTIONAL; use if applicable]***

This Request for Quotations includes *[insert “the following” or “no”]* drawings.

*[If drawings shall be included, insert the following List of Drawings]*

|  |  |  |
| --- | --- | --- |
| **List of Drawings** | | |
| Drawing Nr. | **Drawing Name** | **Purpose** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**1.3.4 Inspection and Tests**

The following inspections and tests shall be performed: *[insert list of inspections and tests] [ including as applicable: nature, frequency, any locations and any procedure for carrying out the inspections and tests.]*

**SCHEDULE 2: Price Schedules**

[*insert the agreed price schedules]*

**SCHEDULE 3: Security Forms**

Security Forms that may be required under Call-off Contracts

1. Performance Security

2. Advance Payment Security

Performance Security

**(Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

**Performance Guarantee No.:** *[Insert guarantee reference number]*

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

**Contract No.:** *[insert Purchaser’s reference for the specific Contract]*

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words]*,[[5]](#footnote-5)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[[6]](#footnote-6)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

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

Advance Payment Security

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words][[7]](#footnote-7)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant has used the advance payment for purposes other than toward delivery of Goods.

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

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of the Goods shipped (for Goods supplied from abroad) and/or the value of the Goods delivered at the named place of destination (for Goods supplied from within the Purchaser’s country), as evidenced by copy(ies) of [ ].[[8]](#footnote-8)

This Guarantee shall expire upon our receipt of copy(ies) of the above referenced documents, evidencing that at least ninety (90) percent of the Contract Price of the Goods has been delivered or on the *[insert day]* day of *[insert month]*, *[insert year][[9]](#footnote-9)*, whichever is earlier.

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

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

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

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

**SCHEDULE 4: Secondary Procurement**

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement.

*[The Procuring Agency shall select the criteria deemed appropriate for the Secondary Procurement process, using the samples text provided below or other acceptable wording, and delete the text in italics.*

*The Secondary Procurement methodology(ies) to be described in this Schedule must be consistent with the Primary Procurement process set out in the Request for FA which resulted in the conclusion of the Framework Agreement.]*

1. **Secondary Procurement method(s)**

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement [is/are] *[insert the types of the Secondary Procurement Method(s) that apply. This may include methods used as examples below, or any other method(s) approved by the Bank.]:*

1. competitive quotations through mini-competition,
2. direct selection based on location, and
3. direct selection based on balanced division of supply.
4. *[add any other applicable method]*

The procedure for the application of the procurement methods outlined in paragraph 1 above are the following.

* 1. **Competitive quotations (mini-competition)** *[delete if not applicable as per paragraph 1 above]*

The Purchaser will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the Goods to be procured under the Call-off Contract, to submit competitive quotations.

The RFQ will include*; [Include the following as appropriate:*

1. *the Goods, and any Related Services, to be delivered*
2. *delivery location(s)*
3. *delivery date(s) or schedule*
4. *quantity*
5. *any additional requirement for inland transportation and other services in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ not included in the Base Price,*
6. *details of any inspections or tests that are additional to those described in the Framework Agreement*
7. *the criteria to be applied to the evaluation of quotations*
8. *the award criteria, e.g.:*

*The Purchaser shall award the Call-off Contract to the Supplier (s) whose offer (s) has been determined to be:*

*substantially responsive to the RFQ; and*

*the lowest evaluated cost.*

1. *deadline for submission of quotations*
2. *reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase*
3. *request to Suppliers to demonstrate that they continue to be eligible and qualified to supply the Goods*
4. *any other relevant information.]*

Suppliers are not permitted to quote a price, excluding any additional price for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ, that is higher than the Base Price stated in the Framework Agreement, Schedule 2, or as adjusted by the agreed price adjustment formula if applicable in accordance **with FAP 8,** and any changes in any Laws and Regulations in accordance with **FAP 9**.

* 1. ***Direct Selection under Single-Supplier Framework Agreement***

The Purchaser may request the Supplier to include in the Call-off Contract Price, the prices for any additional inland transportation and other related services in the Purchaser’s Country to convey the Goods to their final destination.

The Purchaser will issue a Call-off Contract to the Supplier using the prices/pricing mechanism set out in the Framework Agreement, Schedule 2 or as adjusted by the agreed price adjustment formula if applicable in accordance **with FAP 8**, and any changes in any Laws and Regulations in accordance with **FAP 9**; including, as applicable, the prices for any additional inland transportation and other related services in the Purchaser’s Country to convey the Goods to their final destination.

* 1. **Direct selection based on location** *[delete if not applicable as per paragraph 1 above]*

The Purchaser will select an eligible Supplier holding a Framework Agreement, to deliver the Goods, based on which Supplier is, in the Purchaser’s reasonable judgment, best able to deliver the Goods, and any Related Services, based on the location where the Goods are to be supplied.

The Purchaser may request the Supplier to include in the Call-off Contract Price the prices for any additional inland transportation and other related services in the Purchaser’s Country to convey the Goods to their final destination.

The Purchaser will issue a Call-off Contract to the selected Supplier using the prices/pricing mechanism set out in the Framework Agreement, Schedule 2 or as adjusted by the agreed price adjustment formula if applicable in accordance **with FAP 8**, and any changes in any Laws and Regulations in accordance with **FAP 9**; including, as applicable, the prices for any additional inland transportation and other related services in the Purchaser’s Country to convey the Goods to their final destination.

* 1. **Direct selection based on balanced division of supply** *[delete if not applicable as per paragraph 1 above]*

The Purchaser will rotate the award of Call-of Contracts amongst all eligible Suppliers holding a Framework Agreement, based on a balanced division of supply linked to an upper limit. The upper limit is: *[insert upper limit in value or quantity]*.

The first Call-off Contract(s) will be awarded to the Supplier whose Framework Agreement has the lowest evaluated cost. The first Supplier will continue to be awarded Call-off Contracts until the total [*value/quantity*] of all Call-off Contracts awarded reaches the upper [*value/quantity*] limit.

A second supplier, whose Framework Agreement has the second lowest evaluated cost, will then be awarded the subsequent Call-off Contracts until the total [*value/quantity*] of all Call-off Contracts awarded reaches the upper [*value/quantity*] limit. And so on.

The Purchaser will issue a Call-off Contract using the prices/pricing mechanism set out in the Framework Agreement, Schedule 2 or as adjusted by the agreed price adjustment formula if applicable in accordance **with FAP 8**, and any changes in any Laws and Regulations in accordance with **FAP 9**.

The Purchaser will request the Suppliers and include in the Call-off Contract Price the prices for any additional inland transportation and other related services in the Purchaser’s Country to convey the Goods to their final destination.

* 1. The Supplier shall be requested to inform the Purchaser, within the period indicated in the Purchaser’s letter, if it does not intend to enter into a Call-off Contract.
  2. *[add any other applicable method]*

1. **Formation of Call-off contract**

The Purchaser shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

*[Describe the procedure(s) that applies to the formation of the Call-off Contract. Be specific e.g.]*

* 1. **For competitive quotations through mini-competition using a Request for Quotation,** the Call-off Contract is formed when: *[select one of the three Options]*

OPTION 1

“the Purchaser issues, the Letter of Award of Call-off Contract to the successful Supplier.” *[****add if applicable****: “*Following the formation of contract, through offer and acceptance, the Purchaser and Supplier shall sign a Call-off Contract as per the form contained in the Framework Agreement*.”] OR*

OPTION 2

“the Purchaser transmits, to the successful Supplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Purchaser and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed.”

OPTION 3

“the Purchaser transmits, to the successful Supplier, a purchase order for the Goods and the supplier accepts the order.” *(describe how this will happen, e.g. through return email, signed Purchase Order, etc.).*

* 1. **For direct selection based on location or balanced division of supply,** the Call-off contract is formed when the Purchaser transmits, to the successful Supplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Purchaser and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed, or the date agreed by the parties.

1. **Communicating the award of Call-off Contract**

*[Describe the process to announce the award of a Call-off Contract e.g.*

The Purchaser shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of:

1. Direct Selection to all FA Suppliers for the items included in the Call-off Contract.
2. selection based on competitive quotations (through mini-competition) to all Suppliers invited to submit quotations.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

1. the name and address of the successful Supplier
2. the quantity/volume of Goods being procured
3. the contract price
4. a statement of the reason(s) the recipient Supplier was unsuccessful.]
5. **Complaint about award of Call-off Contract**

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows: *[describe the complaints process. At a minimum, the process should include the following]:*

1. the complaint shall be made in writing to the Purchaser, by the quickest means available, e.g. email
2. the Purchaser will address the complaint within a reasonable time
3. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

Request for Quotation

**Secondary Procurement under a Framework Agreement**

**(method: mini-competition)**

|  |  |
| --- | --- |
| **From:** | **[*Insert Purchaser’s legal name*]** |
| **Purchaser’s Representative:** | [*Insert name of Purchaser’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Purchaser’s address*] |
| **Telephone:** | [*Insert Representatives telephone number*] |
| **Email:** | [*Insert Representatives email address*] |

|  |  |
| --- | --- |
| **To:** | **[*Insert Supplier’s legal name*]** |
| **Supplier’s Representative:** | [*Insert name of Supplier’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Supplier’s address*] |
| **Telephone:** | [*Insert Representatives telephone number*] |
| **Email:** | [*Insert Representatives email address*] |

|  |  |
| --- | --- |
| **Framework Agreement (FA):** | **[*Insert short title of FA*]** |
| **FA Date:** | [*Insert FA Date*] |
| **FA Reference No.** | [*Insert FA reference*] |

|  |  |
| --- | --- |
| **RFQ Ref No.:** | [*Insert reference*] |
| **RFQ Date:** | [*Insert date of RFQ*] |
| **RFQ issued:** | This RFQ has been transmitted by: “post*” or “*email*” or “*fax” |

**Attachments:**

Annex 1: Purchaser’s Requirements

Annex 2: Quotation Form

Annex 3: Call-off Contract for Supply of Goods **[*this may be the Call-off Contract Form or another acceptable template*]**

Dear [*insert name of Supplier’s Representative*],

1. **Request for Quotation (RFQ)**

With reference to above Framework Agreement (FA), you are invited to submit your most competitive Quotation in this Secondary Procurement process. The Quotation is for the Goods [*add if applicable:* “and the Related Services,”] described in Annex 1: Purchaser’s Requirements, attached to this RFQ.

1. **Price**
2. Your Quotation must be submitted in the format contained in Annex 2: Supplier Quotation Form.
3. Your Quotation, excluding any additional price for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ not included in the Base Price, cannot be higher than the Base Price for the Goods [*add if applicable:* “and Related Services,”] as established in the Framework Agreement, Schedule 2: Price Schedules adjusted for any change in Laws and Regulations in accordance with FA Specific Provisions. [*OR use the following text if the Base Price is subject to a price adjustment*: Your Quotation cannot be higher the Base Price for the Goods [*add if applicable:* “and Related Services,”] as established in the Framework Agreement, Schedule 2: Price Schedules, adjusted by applying the price adjustment formula and any adjustment for change in Laws and Regulations in accordance with FA Specific Provisions”]
4. The price for any additional inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ not included in the Base Price shall be quoted.
5. The price that you quote shall be fixed and shall not be subject to any further adjustment.
6. The Quotation shall be in the same currency(ies) specified in the Framework Agreement, Schedule 2: Price Schedules.
7. The Quotation will be valid for a period of [*insert number of calendar days*]
8. **Clarifications**

If you require clarification(s) regarding this RFQ, send your request in writing (email or hard copy *or through e-procurement system* if available) to our above-named Representative before [insert date and time]. We shall forward copies of our response to all Suppliers including a description of the inquiry but without identifying its source.

1. **Submission of Quotations**

Quotations are to be submitted in the form attached in Annex 2: **[*insert method as applicable: e.g. by email, through e-procurement system*]** to the following address; [Attention: *[insert full name of person, if applicable;* **E-mail address: or link to e-procurement system]**

Offers submitted as email attachments shall be in the form of scanned non- editable images. ***[Include if needed:*** *To facilitate the procurement process, the Procuring Agency may require copies of the same quotations in other formats (such as in Word or Excel)]*

The deadline for submission of Quotations is [*insert time, day, month, year*]. Please inform us within *[insert number of days]* if you do not intend to submit a quotation.

1. **Opening of Quotations**

Quotations will be opened on [**[*insert time, day, month, year*]** by the Procuring Agency’s representatives in the presence of the Supplier’s designated representatives who choose to attend the virtual opening ***[Under the COVID-19 emergency situation, if virtual opening is not feasible, the offers may be opened by the Procuring Agency’s representatives only]***. Minutes of the opening will be shared with all suppliers who submitted quotations.

1. **Evaluation of Quotations**

Quotations will be evaluated [select either “*item-wise*” or “*lot-wise*”] and according to the criteria and methodology described in the Framework Agreement, Schedule 4: Secondary Procurement.

1. **Contract**

Attached, as Annex 3 to this RFQ, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar terms. [*Instructions: complete a draft Call-off Contract for this procurement and attach it to this RFQ*]

On behalf of the Purchaser:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name:** |  |
| **Title/position:** |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **RFQ ANNEX 1: Purchaser’s Requirements**  *[The Purchaser shall complete these tables, as appropriate, to enable the Supplier to prepare the Quotation]*  **List of Goods and Delivery Period** | | | | | | | |
| **Line Item N°** | **Description of Goods** | **Quantity required** | **Physical unit** | **Named Place of Destination** | **Place of Final Destination (Project Site)** | **Applicable Incoterms (e.g. CIP, EXW etc.)** | **Delivery Period from Date of formation of Call-off contract** |
|  |  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- |
| **List of Related Services and Completion Schedule** | | | | | |
| **Service** | **Description of Service** | **Quantity required** | **Physical Unit** | **Place where Services shall be performed** | **Completion Period of Services** |
|
| *[****insert Service No****]* | *[****insert description of Related Services****]* | *[****insert quantity of items to be supplied****]* | *[****insert physical unit for the items****]* | *[****insert name of the Place****]* | *[****insert no. of days such as from Delivery Period or receipt of Goods, as appropriate****]* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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Technical Specifications, Drawings, Inspections and Tests

The Technical Specifications, Drawings, Inspections and Tests as are described in the Framework Agreement Schedule 1: Schedule of Requirements.

*[Add any additional information consistent with the information provided in the Schedule of Requirements]*

RFQ ANNEX 2: Supplier Quotation Form

|  |  |
| --- | --- |
| **From:** | **[*Insert Supplier’s legal name*]** |
| **Supplier’s Representative:** | [*Insert name of Supplier’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Supplier’s address*] |
| **Email:** | [*Insert Supplier’s email address*] |

|  |  |
| --- | --- |
| **To:** | **[*Insert Purchaser’s legal name*]** |
| **Purchaser’s Representative:** | [*Insert name of Purchaser’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Purchaser’s address*] |

|  |  |
| --- | --- |
| **Framework Agreement (FA)** | **[*Insert short title of FA*]** |
| **FA Reference No.** | [*Insert Purchaser’s FA reference*] |
| **Date of Framework Agreement:** | [*Insert FA date*] |

|  |  |
| --- | --- |
| **RFQ Ref No.:** | [*Insert Purchaser’s reference*] |
| **Date of Quotation:** | [*Insert date of Quotation*] |

Dear [*insert name of Purchaser’s Representative*]

**SUBMISSION OF QUOTATION**

1. **Conformity and no reservations**

In response to the above named RFQ we offer to supply the Goods, [*add if applicable:* “and deliver the Related Services,”] as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules, Technical Specifications, Drawings, Inspections and Tests. We confirm that we have examined and have no reservations to the RFQ, including the Call-off Contract.

1. **Eligibility and conflict of interest**

We declare that we continue to be qualified, and meet the eligibility requirements and that we have no conflict of interest. If awarded the Call-off Contract, the Goods [*add if applicable:* “and Related Services,”] that we supply shall be sourced from an eligible country.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

1. **Quotation Price**

The total price of our quotation, excluding any unconditional discounts offered in item (g) below is [*insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies*].

1. **Unconditional Discounts**

The unconditional discounts offered are: [*Specify the discount offered*.]

The exact method of calculations to determine the net price after application of unconditional discounts is: [*Specify the method that shall be used to apply the discounts*].

1. **Quotation Validity Period**

Our Quotation shall be valid for the period specified in RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

1. **Performance Security** [*delete if no performance security is required*]

If we are awarded the Call-off Contract, we commit to obtain a Performance Security in accordance with the RFQ.

1. **Commissions, gratuities, fees**

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation or execution of a Call-off Contract [*If none has been paid or is to be paid, indicate “*none*.”*]

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
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1. **Not Bound to Accept**

We understand that you reserve the right to:

1. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
2. annul the RFQ process at any time prior to the award of a Call of Contract without incurring any liability to Suppliers.
3. **Fraud and Corruption**

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

On behalf of the Supplier:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name:** |  |
| **Title/position:** |  |
| **Telephone:** |  |
| **Email:** |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Quotation for Goods: Price Schedule 1  **For Goods from outside the Purchaser’s Country** | | | | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | 9 |
| **Line Item**  **N°** | **Description of Goods** | **Country of Origin** | **Delivery Period as defined by Incoterms** | **Quantity and physical unit** | **Unit price**  **cip *[insert place of destination]*** | **CIP *[or FCA as required by Purchaser]* Price per line item**  **(Col. 5x6)** | ***[ For CIP, if in addition inland transportation etc. is required]* Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ** | | | **Total Price per Line item**  **(Col. 7+8)** |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Period]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price CIP per unit]* | *[insert total CIP price per line item]* | *[insert the corresponding price per line item]* | | | *[insert total price of the line item]* |
|  |  |  |  |  |  |  |  | | |  |
|  |  |  |  |  |  |  |  | | |  |
|  | | | | | | | | **Quotation Price** |  | |
|  | | | | | | | | | | |

Quotation for Goods: Price Schedule 2

**For Goods from within the Purchaser’s Country**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 | 8 |
| **Line Item**  **N°** | **Description of Goods** | | **Delivery Period as defined by Incoterms** | **Quantity and physical unit** | **Unit price EXW** | **Total EXW price per line item**  **(Col. 4×5)** | ***[If required by the Purchaser]* Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination** | **Total Price per line item**  **(Col. 6+7)** |
| *[insert number of the item]* | *[insert name of Good]* | | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert EXW unit price]* | *[insert total EXW price per line item]* | *[insert the corresponding price per line item]* | *[insert total price per item]* |
|  |  | |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Quotation for Related Services: Price Schedule 3** | | | | | | | | | | |
| 1 |  | 2 | | 3 | 4 | 5 | 6 | | 7 | |
| **Item No.** | **Item description** | **Description of Services (excludes inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination)** | | **Country of Origin** | **Completion Period at place of Final destination** | **Quantity and physical unit** | **Unit price** | | **Total Price per Service**  **(Col. 5\*6 or estimate)** | |
| *[insert number of the item]* |  | *[insert name of Services]* | | *[insert country of origin of the Services]* | *[insert Delivery Period at place of final destination per Service]* | *[insert number of items to be supplied and name of the physical unit]* | *[insert unit price]* | | *[insert total price per item]* | |
|  |  |  | |  |  |  |  | |  | |
|  |  |  | |  |  |  |  | |  | |
|  | | | **Quotation Price** | | | | |  | |

Total Quotation Price

**The total cost for the supply and delivery of the Goods, and related Services is as follows:**

|  |  |
| --- | --- |
| **Price Schedules** | **Amount** |
| Goods: Price Schedule 1 |  |
| Goods: Price Schedule 2 |  |
| Related Services: Price Schedule 4 |  |
| **Total Quotation Price** |  |

Sample Letter of Award of Call-off Contract

*[modify as appropriate]*

*[use letterhead paper of the Purchaser]*

*[date]*

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

Subject: ***Notification of Award of Call-off Contract No.*** . . . . . . . . ..

In reference to the Framework Agreement [*insert reference number and date*]

[*For mini-competition, add the following:* “and your Quotation [*insert reference number and date*] has been accepted.”]

please find enclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within [*insert no of days*].

*[****Deleteif Performance Security is not required****:* “You are also requested to furnish a Performance Security within [*insert no of days*], using for that purpose the Performance Security Form attached to the Framework Agreement”]

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Call-off Contract**

**Call-off Contract for the supply of Goods and Related Services *[if any]***

|  |  |
| --- | --- |
| **Framework Agreement (FA):** | *[insert short title of FA]* |
| **FA Date:** | *[insert FA date]* |
| *FA reference number:* | *[insert FA reference number]* |
| **Goods:** | *[short title for type of Goods*] |
| **The Project Site(s)/Final Destination(s) is/are:** | *[Insert information on the location(s) of the site(s),* ***where applicable****]* |
| **Site of inspections and tests** | **[***Insert information,* ***where applicable*]** |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Purchaser:** | |  | **Supplier:** | | | | |
| ***[Insert complete legal name of the Purchaser]***  [*address*] | |  | ***[Insert complete legal name of the Supplier]***  [*address*] | | | | |
| **GOODS** | | | | | | |
| **Code** | **Product name** | | | **Quantity** | **Unit price** | **Total** |
| [*insert code*] | [*description of Goods*] | | | [*number*] | [*price*] | [*amount*] |
|  |  | | |  |  |  |
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|  |  | | |  |  |  |
| Special instructions/comments: | | | | **Total** | | ***[Insert amount]*** |
| **Required Delivery period/s as per INCOTERMS** | | | | **[*insert period/s*]** as per applicable INCOTERMS | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **RELATED SERVICES** | | | | |
| **Code** | **Name/description of service** | **Quantity** | **Price** | **Total** |
| [*insert code*] | [*Describe the Related Services covered and/or Framework Agreement Schedule 1: Schedule of Requirements. The price quoted in Schedule 2 of the Framework Agreement or as agreed with the selected Supplier shall be included in the Contract Price*.] | [*number*] | [*price*] | [*amount*] |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Special instructions/comments: | | **Total** | | ***[insert amount]*** |
| **Required Completion period** | | [*insert period*] | |

1. **Contract Price**

The Contract Price for the supply of Goods, and provision of related Services (if applicable) is as follows

|  |  |
| --- | --- |
| Description | Amounts and currency/ies *[insert total amounts from preceding two tables]* |
| Goods |  |
| Related Services *[if applicable]* |  |
| Contract Price: [ insert total for Goods and Related Services *[if applicable]* |  |

1. **Contract Documents**

The following documents shall be deemed to form and be read and construed as part of this Call-off Contract. This Call-off Contract shall prevail over all other contract documents.

1. Letter of Award of Call-off Contract
2. Supplier’s Quotation (if applicable)
3. Addenda No. ­­\_\_\_ (if any)
4. Call-off Contract- Conditions of Contract

and by reference the following documents:

1. Framework Agreement
2. Schedule 1: Schedule of Requirements *[insert relevant items from schedule 1 as applicable to the* Call-off *contract such as technical specifications, any drawings, and inspection and tests]*
3. *[List any other document]*
4. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Call-off Contract, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

***[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Call-off Contract such as using DocuSign is recommended.]***

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

*Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

*Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Call-off Contract- Conditions of Contract (CoC)**

***[Note to the Procuring Agency: In the interest of harmonization and simplification for the Call-off Contract purchaser/s, the Procuring Agency (FA) may fill in, to the extent practicable, the information to be filled in in this section and clearly marking specific information that can only/shall be filled in by the Call-off Purchaser/s.]***

The following Call-off Contract Conditions of Contract apply to the Call-off Contract awarded under the Framework Agreement between the Purchaser and the Supplier.

1. **Standards and Specifications**

The Goods and Related Services if applicable shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.

1. **Packing, Marking and Documentation**

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

The packing, marking and documentation within and outside the packages shall be: *[insert the type of packing required, the markings in the packing and all documentation required; or refer to the Technical Specifications]*

1. **Transportation**

Responsibility for transportation of the Goods shall be as specified in the applicable Incoterms specified in the Framework Agreement.

If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s Country, defined as the Project Site. Transport to such place of destination in the Purchaser’s Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)].*

1. **Shipping and Other Documents**

[***Modify as appropriate***

Details of Shipping and other Documents to be furnished by the Supplier are: *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc.].*

The above documents shall be received by the Purchaser:

* + 1. before arrival of the Goods, if the mode of payment is through letter of credit if so specified in the Terms of Payment below. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise;
    2. on shipment.]

1. **Terms of Payment**

The method and conditions of payment to be made to the Supplier under the Call-off Contract shall be as follows:

*[Normally the L/C method of payment applies to Goods from abroad. For emergency procurement, the time and processes for L/C may not suit the fast track procurement. It is expected that the Direct Payment disbursement method will apply. The Direct Payment method coupled with a relatively high advance payment is expected to help mitigate the risk (due to non-availability of L/C) to the Supplier. If L/C has to be used, the required processes shall be completed in an efficient manner.]*

*[State: The Purchaser [insert: “shall” or “shall not”, as appropriate] process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing.]*

***[SAMPLE PROVISION; MODIFY AS APPROPRIATE)]***

**Payment for Goods supplied from abroad:**

*[Choose the applicable option and delete the other]*

***[Option 1- for payments using the Direct Payment Disbursement method]:***

Payment of foreign currency portion shall be made in (\_\_\_\_\_) *[currency of the Contract Price]* in the following manner:

* + - 1. **Advance Payment:**
* Ten (10) percent of the Contract Price shall be paid, within ten (10) days of signing of the Contract and upon submission of a claim for the amount;
* Thirty (30) percent of the Contract Price shall be paid within twenty (20) days of signing of the Contract and upon submission of claim and a bank demand guarantee for equivalent amount valid until the Goods are delivered and in the form of Advance Payment Security attached to the Framework Agreement or another form acceptable to the Purchaser.
  + - 1. **On Shipment:** Fifty (50) percent of the Contract Price of the Goods shipped shall be paid, within 15 days after submission of documents specified under Shipping and Other Documents herewith.
      2. **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in [currency] within fifteen (15) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted services have been performed.]

***[Option 2- for payments using letter of credit]***

Payment of foreign currency portion shall be made in \_\_\_\_\_ *[currency of the Contract Price]* in the following manner:

* + - 1. **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract, and upon submission of claim.
      2. **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified under Shipping and Other Documents herewith.
      3. **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in \_\_\_\_\_\_\_ *[currency]* within fifteen (15) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

**Payment for Goods and Services supplied from within the Purchaser’s Country:**

Payment for Goods and Services supplied from within the Purchaser’s Country shall be made in \_\_\_\_\_ *[currency]*, as follows:

1. **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (15) days of signing of the Contract upon submission of a claim for the amount.
2. **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and within 15 days after submission of the documents specified under Shipping and other Documents herewith.
3. **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within fifteen (15) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
4. **Performance Security**

*[A Performance Security* ***shall normally not be required for the subject emergency procurement.*** *In exceptional circumstances, if a Performance Security is required, insert the following:]*

*[“The Supplier shall provide a performance security for the performance of the Contract, within the period stated in the Letter of Award of Call-off, using for that purpose the Performance Security Form attached to the Framework Agreement.*

*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.*

*The amount of the Performance Security shall be: [insert % of the Contract Price;], denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser. The Performance Security shall be in the form attached to the Framework Agreement.*

*The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than fourteen (14) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise.”]*

1. **Taxes and Duties**

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

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

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.

1. **Insurance**

The insurance coverage shall be as specified in the applicable Incoterms specified in the Framework Agrement. ***[Preferred provision]***

*OR*

If not in accordance with Incoterms, insurance shall be as follows:

*[insert specific insurance provisions agreed upon, including coverage, currency and amount]*

1. **Warranty**

In addition to the general waranty obligations specified in the Framework Agreemnt:

The warranty shall remain valid for *[insert number]* months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination**,** or for [insert number] months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

The period for repair or replacement after being notified of the defect by the Purchaser shall be *[insert number]* days. If having been notified, the Supplier fails to remedy the defect within this period, 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.

For purposes of the warranty, the place(s) of final destination(s) shall be as stated in this Call-off Contract.

1. **Liquidated Damages and Bonuses**

Except as provided for under the Framework Agreement under Force Majeure,if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages

The liquidated damage shall be *[insert %]* of the price of the delayed Goods or unperformed Services] for each week or part thereof of delay until actual delivery or performance.

The maximum amount of liquidated damages shall be *[insert %]* of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Call-off Contract pursuant to theFramework Agreement provision on Termination.

***[Optional]***

*[Insert if there are no Related Services:]* Bonus payment to the Supplier shall be *[insert number]* % per day if the Goods under the Contract are delivered before the final contractual Delivery Date].

*[Insert if there are Related Services:]* Bonus payment to the Supplier shall be *[insert number]* % per day if the Goods under the Contract are delivered and the Related Services are completed before the Completion Date].

1. **Change Orders and Contract Amendments**

The Purchaser may at any time order the Supplier through notice, to make changes within the general scope of the Call-off Contract in any one or more of the following:

1. drawings, designs, or specifications, where Goods to be furnished under the Call-off Contract are to be specifically manufactured for the Purchaser;
2. the method of shipment or packing;
3. the place of delivery; and
4. the Related Services to be provided by the Supplier.

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 Call-off Contract Price or in the Delivery/Completion schedule, or both, and the Call-off Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Call-off 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.

1. **Extensions of Time**

If at any time during performance of the Call-off Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, 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.

Except in case of Force Majeure, as provided for in the Framework Agreement, 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 specified above, unless an extension of time is agreed upon.

1. **Dispute Resolution in relation to Call-off Contract**

As stated in the FA provisions, the Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation and if needed using an adjudicator, any disagreement or dispute arising between them under or in connection with the Call-off Contract.

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

Notwithstanding any reference to arbitration herein,

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

### the Purchaser shall pay the Supplier any monies due the Supplier.

*[“ (a) shall be retained in the case of a Contract with a foreign Supplier and (b) shall be retained in the case of a Contract with a national of the Purchaser’s Country.”]*

[ (a) Contract with foreign Supplier:

*[unless the Purchaser chooses the commercial arbitration rules of another international arbitral institution, the following sample provision should be inserted:]*

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

(b) Contracts with Supplier national of the Purchaser’s Country:

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country.*]*

SCHEDULE 5: List of Purchasers (if applicable)

[*delete this section if this is a Single-User FA i.e. single Purchaser FA*]

The following agencies are participating as Purchasers in this Framework Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Name of Purchaser** | **Address** | **Representative** |
|  | [*insert complete name of* *Lead Procuring Agency/Purchaser #1*]  [*insert the type of legal entity*] | [*insert the address of the principle place of business*] | Name:  Title/position:  Phone:  Mobile:  E-mail: |
|  | [*insert complete name of Purchaser #2*]  [*insert the type of legal entity*] | [*insert the address of the principle place of business*] | Name:  Title/position:  Phone:  Mobile:  E-mail: |
|  | [*insert complete name of Purchaser #3*]  [*insert the type of legal entity*] | [*insert the address of the principle place of business*] | Name:  Title/position:  Phone:  Mobile:  E-mail: |
|  |  |  |  |

1. IBRD and IDA are generally called the World Bank. Since the procurement requirements for IBRD and IDA are identical, “World Bank” in this SPD refers to both IBRD and IDA, and “loan”refers to either an IBRD loan or an IDA credit. [↑](#footnote-ref-1)
2. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-2)
3. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-3)
4. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-4)
5. *1* The Guarantor shall insert an amount representing the percentage of the contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary. [↑](#footnote-ref-5)
6. 2 Insert the date twenty-eight days after the expected completion date specified in the Call-off Contract. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-6)
7. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-7)
8. *Insert shipping/other applicable documents establishing “delivery” of the Goods in accordance with the applicable Incoterm to the Contract.*  [↑](#footnote-ref-8)
9. *Insert the Delivery date in accordance with the Contract. The Purchaser should note that in the event of an extension of the time to perform 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: “We agree to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the guarantee.”* [↑](#footnote-ref-9)