**Request for Bids**

**Goods**

**Procurement of** **vehicles**

**National Competitive Bidding**

**RFB No:** 02/RFB/2024

**Project:***"Prevention and Reduction of Pollution in Rural Areas in Romania"*

**Purchaser:** *Ministry of Environment, Waters and Forests – Project Management Unit*

**Country:** *Romania*

**Issued on: August 2024**

**Standard Procurement Document**

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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| **Section I. Instructions to Bidders** |

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| 1. General | | |
| 1. Scope of Bid | * 1. In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS),** the Purchaser, as specified **in the BDS,** issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS.**   2. Throughout this bidding document:  the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;if the context so requires, “singular” means “plural” and vice versa; and“Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays. | |
| 1. Source of Funds | * 1. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS,** toward the project named **in the BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.   2. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing). | |
| 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 WBG’s Sanctions Framework, as set forth in Section VI, Fraud and Corruption.   2. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. | |
| 1. Eligible Bidders | * 1. A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.   2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:  directly or indirectly controls, is controlled by or is under common control with another Bidder; orreceives or has received any direct or indirect subsidy from another Bidder; orhas the same legal representative as another Bidder; orhas a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; oror any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; oror any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; orwould be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; orhas a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.  * 1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.   2. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.   3. A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.   4. Bidders that are state-owned enterprises or institutions in the Purchaser’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.   5. A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.   6. Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.   7. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.   8. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment;  1. relates to fraud or corruption; and 2. followed a judicial or administrative proceeding that afforded the firm adequate due process. | |
| 1. Eligible Goods and Related Services | * 1. All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.   2. For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.   3. The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. | |
| B. Contents of Request for Bids Document | | |
| 1. Sections of Bidding Document | * 1. The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.   **PART 1 Bidding Procedures**   * Section I - Instructions to Bidders (ITB) * Section II - Bidding Data Sheet (BDS) * Section III - Evaluation and Qualification Criteria * Section IV - Bidding Forms * Section V - Eligible Countries * Section VI - Fraud and Corruption | |
|  | **PART 2 Supply Requirements**   * Section VII - Schedule of Requirements   **PART 3 Contract**   * Section VIII - General Conditions of Contract (GCC) * Section IX - Special Conditions of Contract (SCC) * Section X - Contract Forms | |
|  | * 1. The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.   2. Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.   3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document. | |
| 1. Clarification of Bidding Document | * 1. A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address specified **in the** **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. | |
| 1. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.   2. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.   3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2. | |
| C. Preparation of Bids | | |
| 1. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. | |
| 1. Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the** **BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern. | |
| 1. Documents Comprising the Bid | * 1. The Bid shall comprise the following:  **Letter of Bid** prepared in accordance with ITB 12;  * + 1. **Price Schedules**: completed in accordance with ITB 12 and ITB 14;  **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;**Alternative Bid**: if permissible, in accordance with ITB 13;**Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;**Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;**Bidder’s Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid;**Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;**Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; andany other document required **in the BDS.**  * 1. In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.   2. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. | |
| 1. Letter of Bid and Price Schedules | * 1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. | |
| 1. Alternative Bids | * 1. Unless otherwise specified **in the** **BDS,** alternative Bids shall not be considered. | |
| 1. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.   2. All lots (contracts) and items must be listed and priced separately in the Price Schedules.   3. The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.   4. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.   5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.   6. If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.   7. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the** **BDS.**   8. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:  For Goods manufactured in the Purchaser’s Country:  * + - 1. the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;       2. any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and       3. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the** **BDS.**  For Goods manufactured outside the Purchaser’s Country, to be imported:  * + - 1. the price of the Goods, quoted CIP named place of destination, in the Purchaser’s Country, as specified **in the** **BDS;**       2. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the** **BDS;**  For Goods manufactured outside the Purchaser’s Country, already imported:  * + - 1. the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;       2. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;       3. the price of the Goods, obtained as the difference between (i) and (ii) above;       4. any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and       5. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the** **BDS.**  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. Currencies of Bid and Payment | * 1. The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser’s Country, unless otherwise specified **in the BDS.**   2. The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser’s Country. | |
| 1. Documents Establishing the Eligibility and Conformity of the Goods and Related Services | * 1. To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.   2. To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.   3. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.   4. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the** **BDS** following commencement of the use of the goods by the Purchaser.   5. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements. | |
| 1. Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.   2. The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser’s satisfaction:      1. that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country;      2. that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser’s Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and      3. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. | |
| 1. Period of Validity of Bids | * 1. Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.   2. In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.   3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:      1. in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the** **BDS**;      2. in the case of adjustable price contracts, no adjustment shall be made;      3. in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above. | |
| 1. Bid Security | * 1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the** **BDS,** in original form and, in the case of a Bid Security**,** in the amount and currency specified **in the BDS.**   2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.   3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option:  an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);an irrevocable letter of credit;a cashier’s or certified check; oranother security specified **in the BDS**, from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.   * 1. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.   2. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security pursuant to ITB 46.   3. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.   4. The Bid Security may be forfeited:  if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; orif the successful Bidder fails to:sign the Contract in accordance with ITB 45; orfurnish a Performance Security in accordance with ITB 46.  * 1. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.   2. If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and   3. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or   4. if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;   the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**. | |
| 1. Format and Signing of Bid | * 1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “Original.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.   2. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.   3. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.   4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.   5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. | |
| D. Submission and Opening of Bids | | |
| 1. Sealing and Marking of Bids | * 1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:      1. in an envelope marked “Original”, all documents comprising the Bid, as described in ITB 11; and      2. in an envelope marked “Copies”, all required copies of the Bid; and,      3. if alternative Bids are permitted in accordance with ITB 13, and if relevant:   i. in an envelope marked “Original -Alternative”, the alternative Bid; and  ii. in the envelope marked “Copies – Alternative Bid” all required copies of the alternative Bid.   * 1. The inner and outer envelopes, shall:  bear the name and address of the Bidder;be addressed to the Purchaser in accordance with ITB 22.1;bear the specific identification of this Bidding process indicated in ITB 1.1; andbear a warning not to open before the time and date for Bid opening.  * 1. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. | |
| 1. Deadline for Submission of Bids | * 1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the** **BDS.** When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.   2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. | |
| 1. Late Bids | * 1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. | |
| 1. Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:  1. prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and 2. received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.    1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.    2. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. | |
| 1. Bid Opening | * 1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the** **BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attendAny specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the** **BDS.**   2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.   3. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.   4. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.   5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.   6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the** **BDS.**   7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).   8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:   (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;  (b) the Bid Price, per lot (contract) if applicable, including any discounts;  (c) any alternative Bids;  (d) the presence or absence of a Bid Security or Bid-Securing Declaration if one was required.   * 1. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. | |
| E. Evaluation and Comparison of Bids | | |
| 1. Confidentiality | * 1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.   2. Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.   3. Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing. | |
| 1. Clarification of Bids | * 1. To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.   2. If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser’s request for clarification, its Bid may be rejected. | |
| 1. Deviations, Reservations, and Omissions | * 1. During the evaluation of Bids, the following definitions apply:  1. “Deviation” is a departure from the requirements specified in the bidding document; 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and 3. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document. | |
| 1. Determination of Responsiveness | * 1. The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.   2. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  if accepted, would:affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; orlimit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; orif rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.  * 1. The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.   2. If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. | |
| 1. Nonconformities, Errors and Omissions | * 1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.   2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.   3. Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. | |
| 1. Correction of Arithmetical Errors | * 1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:  if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; andif there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.  * 1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid. | |
| 1. Conversion to Single Currency | * 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the** **BDS.** | |
| 1. Margin of Preference | * 1. Unless otherwise specified **in the** **BDS,** a margin of preference shall not apply. | |
| 1. Evaluation of Bids | * 1. The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:   (a) substantially responsive to the bidding document; and  (b) the lowest evaluated cost.   * 1. To evaluate a Bid, the Purchaser shall consider the following:  evaluation will be done for Items or Lots (contracts), as specified **in the** **BDS;** andthe Bid Price as quoted in accordance with ITB 14;price adjustment for correction of arithmetic errors in accordance with ITB 31.1;price adjustment due to discounts offered in accordance with ITB 14.4;converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; andthe additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.  * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.   2. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.   3. The Purchaser’s evaluation of a Bid will exclude and not take into account:  in the case of Goods manufactured in the Purchaser’s Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;in the case of Goods manufactured outside the Purchaser’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.  * 1. The Purchaser’s evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f). | |
| 1. Comparison of Bids | * 1. The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower’s country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods. | |
| 1. Abnormally Low Bids | * 1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.   2. In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.   3. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid. | |
| 1. Qualification of the Bidder | * 1. The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.   2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.   3. Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.   4. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder’s qualifications to perform satisfactorily. | |
| 1. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids | * 1. The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. | |
| 1. Standstill Period | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. | |
| 1. Notification of Intention to Award | * 1. The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:  1. the name and address of the Bidder submitting the successful Bid; 2. the Contract price of the successful Bid; 3. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated; 4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason; 5. the expiry date of the Standstill Period; 6. instructions on how to request a debriefing and/or submit a complaint during the standstill period. | |
| F. Award of Contract | | |
| 1. Award Criteria | * 1. Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:   (a) substantially responsive to the bidding document; and  (b) the lowest evaluated cost. | |
| 1. Purchaser’s Right to Vary Quantities at Time of Award | * 1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document. | |
| 1. Notification of Award | * 1. Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).   2. Within ten (10) Business Days  after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:  1. name and address of the Purchaser; 2. name and reference number of the contract being awarded, and the selection method used; 3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; 4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; 5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and 6. successful Bidder’s Beneficial Ownership Disclosure Form.    1. The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.    2. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. | |
| 1. Debriefing by the Purchaser | | * 1. On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.   2. Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period   3. Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.   4. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting. |
| 1. Signing of Contract | | * 1. The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.   2. The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement in two (2) original copies, one copy for each Party and each copy bearing the same legal effect, within twenty-eight (28) days of its receipt.   3. Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.   4. The Contract Agreement shall be deemed to be effective from the date of its signature by both Parties |
| 1. Performance Security | | * 1. Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser’s Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.   2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid. |
| 1. Procurement Related Complaint | | * 1. The procedures for making a Procurement-related Complaint are as specified in the BDS. |

Section II - Bid Data Sheet (BDS)

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

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| --- | --- |
| **ITB Reference** | **A. General** |
| **ITB 1.1** | The reference number of the Request for Bids (RFB) is: ***02/ RFB/2024***  The Purchaser is: ***Ministry of Environment, Waters and Forests* - Project Management Unit**  The name of the RFB is ***Procurement of*** ***vehicles for monitoring***  The number and identification of lots (contracts)comprising this RFB is: **single lot**   * Lot 1 – Vehicles for monitoring – quantity: 12 (twelve) vehicles |
| **ITB 2.1** | The Borrower is: **Government of Romania through the Ministry of Finance**  The Implementing Authority is: ***Ministry of Environment, Water and Forests*** ***trough the Project Management Unit***  Loan or Financing Agreement amount: ***60.000.000 EURO***  The name of the Project is: ***"Prevention and Reduction of Pollution in Rural Areas in Romania"***  **The contract will be partially financed through 12 (twelve) Eco tickets RABLA PLUS, of 120,000 RON each, in accordance with the conditions foreseen in the Guidelines for financing the „Program on reducing greenhouse gas emissions in transport by promoting non-polluting and energy-efficient road transport vehicles 2020-2024”(including the validity period of the Eco tickets RABLA PLUS), subject to the Ministry’s of Environment, Waters and Forests successful application under the Program and funds being allocated.**  Additionally, contract signing and its implementation are subject to the potential amendments/restrictions from the national legislation in force at the moment of contract signing and payment execution, and/or to the approval of a memorandum of understanding by the Government for overcoming the potential restrictions, if the case. |
| **ITB 4.1** | Maximum number of members in the Joint Venture (JV) shall be: 2 (***two)*** |
| ITB 4.5 | A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.> |
|  | **B. Contents of Bidding Document** |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Purchaser’s address is:  Attention: ***Mr. Mihai Constantinescu, PMU Director and Ms.* *Mădălina Tanasoi, Procurement Specialist***  ***Ministry of Environment, Water and Forests*** ***- Project Management Unit***  Address: ***46-48 Plevnei,******building E, 1st floor, room 11,***  City:***Bucharest***  ZIP Code:***010233***  Country: ***Romania***  Electronic mail address: [***nitrati@mmediu.ro***](mailto:nitrati@mmediu.ro)***; madalina.tanasoi@mmediu.ro***  The Purchaser will respond in writing to any request for clarification received no later than **ten (10) days** prior to the deadline for submission of bids. Late requests for clarifications received after this date will not be taken into consideration.  The bidders are especially encouraged to raise questions if they find any of the technical specifications unclear, too restrictive or proprietary by indicating the item, and the issue with a particular specifications requirement. All questions related to the quality of technical specifications must be raised no later than 10 calendar days prior to the bids submission deadline for ensuring enough time for the Purchaser for responses so that these can be addressed early to all the potential bidders. |
|  | **C. Preparation of Bids** |
| **ITB 10.1** | The language of the Bid is: ***English***  All correspondence exchange shall be in ***English***language.  Language for translation of supporting documents and printed literature is ***English****.* |
| **ITB 11.1 (j)** | The Bidder shall submit the following additional documents in its Bid: technical support documentation issued by the manufacturer(s) of the offered vehicles, in the form of technical data sheets, brochures, catalogues or any other manufacturer technical documentation that provides technical specifications. |
| **ITB 13.1** | Alternative Bids **shall not be** considered. |
| **ITB 14.5** | The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract. |
| **ITB 14.6** | Prices quoted for each lot (contract) shall correspond at least **to 100%** percent of the items specified for the lot (contract).  Prices quoted for each item of a lot shall correspond at least to **100%** percent of the quantities specified for this item of a lot.  An incomplete bid for less than ***100%*** of the items specified for a lot or for less than ***100 %*** percent of the quantities specified for an item of a lot shall be rejected. |
| **ITB 14.7** | The Incoterms edition is: ***2020*** |
| **ITB 14.8 (b)(i)** | Price of the Goods manufactured outside the Purchaser’s Country shall be quoted: CIP named place of destination.  Place of destination: **As specified in the Site Table in the Schedule of Requirements Section VII.** |
| **ITB 14.8 (a)(iii), (b)(ii) and (c)(v)** | Final Destination (Project Site): **As specified in the Site Table in the Schedule of Requirements Section VII.** |
| **ITB 15.1** | The Bidder **is not** required to quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in that currency. |
| **ITB 16.3** | The Bidders shall fill in a compliance column in the technical specifications table in Section VII by inserting information/data on each line/characteristic of actually offered vehicles demonstrating the substantial responsiveness of the offered goods to the technical specifications in Section VII. This detailed item-by-item compliance table should also contain explicit cross references to the relevant supporting technical documentation, catalogues, brochures, etc. (as required under ITB 11.1 (j) with clearly marked page, item and model numbers for the Purchaser to identify what is being offered under the bid. Stating only "Yes" or "No" or "Compliant" would not be sufficient for the Purchaser to evaluate the bid's compliance with the technical requirements and may lead to rejection of the bid on the ground of technical noncompliance. |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***5 years after the end of the warranty period.*** |
| **ITB 17.2 (a)** | Manufacturer’s authorization is: ***not required.*** |
| ITB 17.2 (b) | After sales service is ***required.***  **Warranty services** will be provided by the Supplier or his Agent in accordance with the required conditions for the items and duration indicated in the Technical Specifications, Section VII Schedule of Requirements and **should be included in the bid price.**  **Name and contact point of Bidder’s Agent shall be provided in the bid.**  **In case After sales services are going to be provided by the Bidder himself, this should be clearly stated.**  **Proof of Manufacturer’s authorization given to the Bidder or to the nominated Agent for performing after sales services shall be included in the Bid.**  **Documentary evidence of Bidder’s or of his Agent’s qualification to perform the after sales services shall be included in the Bid together with the Warranty and Service Plan.** |
| **ITB 18.1** | The Bid shall be valid 60 days after the deadline for bid submission. |
| **ITB 18.3 (a)** | The Bid price shall be adjusted by the following factor(s):  **Not applicable. The contract cannot be awarded beyond 25th of November 2024, which is the RABLA PLUS Program closing date.** |
| **ITB 19.1** | A *Bid Security* ***shall not be*** required.  A Bid-Securing Declaration **shall be** required. |
| **ITB 19.3 (d)** | Other types of acceptable securities: None |
| **ITB 19.9** | If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded for a contract by the Purchaser for a period of 5 years starting from the date the Bidder performs any of the actions |
| **ITB 20.1** | In addition to the original of the Bid, the number of copies is**: *1 (one)*** |
| **ITB 20.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:**   1. **Power of Attorney; and** 2. **in the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.**   The Bid shall be accompanied by a copy of the bidder’s company (or JV Member) establishment act or a Certificate issued by the Trade Registry in its country of registration, to prove that the signatory(ies) of the Bid or of the Power(s) of Attorney are the company’s legally authorizing representative empowered to commit the company/JV member.  The name and position held by each person signing the authorization must be typed or printed below the signature.  A signature represented by a seal-stamp shall be accompanied by a power of attorney signed in original by the owner of the seal-stamp through which he/she confirms that he/she had agreed that the respective seal-stamp is used to sign the bid. |
|  | **D. Submission and Opening of Bids** |
| **ITB 22.1** | For **Bid submission purposes** only, the Purchaser’s address is:  Attention: ***Mr*. *Mihai Constantinescu, PMU Director***  Street Address: ***46-48 Plevnei Street***  Floor/ Room number: ***building E, 1st floor, room 11***  City: **Bucharest**  ZIP/Postal Code: **010233**  Country: **Romania**  **The deadline for Bid submission is:**  **Date: 17th of September, 2024.**  **Time: 11.30 a.m., local time**  Bidders shall not have the option of submitting their Bids electronically. |
| **ITB 25.1** | The Bid opening shall take place at:  ***Ministry of Environment, Water and Forests*** ***- Project Management Unit***  Address: ***46-48 Plevnei Street,*** ***building E, 1st floor, room 11***  City: **Bucharest**  ZIP/Postal Code: **010233**  **Country: Romania**  **Date: 17th of September 2024.**  **Time: 11.30 a.m., local time** |
| **ITB 25.6** | The Letter of Bid and Price Schedules shallbe initialed by one representative of the Purchaser conducting Bid opening*.* |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 32.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: ***EUR (Euro)***  The source of exchange rate shall be: ***The National Bank of Romania,*** published on the following link: <https://bnr.ro/Cursul-de-schimb-524.aspx>  The date for the exchange rate shall be*:* ***the day before the deadline date for submission of bids*** |
| **ITB 33.1** | A margin of domestic preference **shall not**apply. |
| **ITB 34.2(a)** | Bids will be evaluated by item and the contract will comprise the item awarded to the successful Bidder. |
| **ITB 34.6** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:   1. Deviation in Delivery schedule: ***No*** 2. Deviation in payment schedule: ***No*** 3. the cost of major replacement component, mandatory spare parts, and service: ***No*** 4. the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Bid: ***No*** 5. Life cycle costs: the costs during the life of the goods or equipment ***No*** 6. the performance and productivity of the equipment offered; ***No*** |
| **ITB 39** | The Standstill Period shall not apply. |
| **ITB 40** | The Notification of Intention to Award the Contract shall not apply. |
| **ITB 41** | *Clause 41.1 is modified and shall read as follows:*  **41.1** Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:  (a) substantially responsive to the bidding document; and  (b) the lowest evaluated cost.  **Contract award and signing is subject to the Ministry of Environment, Waters and Forests being successful and being allocated funds through the „Program on reducing greenhouse gas emissions in transport by promoting non-polluting and energy-efficient road transport vehicles 2020-2024”, generically called “RABLA PLUS”, which ends on 25th of November 2024.** |
|  | **F. Award of Contract** |
| **ITB 42** | The maximum percentage by which quantities may be increased is: ***0%***  The maximum percentage by which quantities may be decreased is: ***0%*** |
| **ITB 43.1** | *Clause 43.1 is modified and shall read as follows:*  Prior to the date of expiry of the Bid validity or any extension thereof, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). |
| **ITB 44** | *Clause ITB 44 is modified and it shall read as follows:*  The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 43, requests in writing the grounds on which its bid was not selected.  Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting. |
| **ITB 47.1** | The procedures for making a Procurement-related Complaint are detailed in the “[Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, by email), to:  **For the attention**: *Mr*. *Mihai Constantinescu*  **Title/position**: *PMU Director*  **Purchaser**: ***Ministry of Environment, Water and Forests*** ***- Project Management Unit***  **Email address***:* [*mihai.constantinescu@mmediu.ro*](mailto:mihai.constantinescu@mmediu.ro)  In summary, a Procurement-related Complaint may challenge any of the following:   1. the terms of the Bidding Documents; and 2. the Purchaser’s decision to award the contract. |

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

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[1. Margin of Preference (ITB 33) 44](#_Toc135756261)

[2. Evaluation (ITB 34) 44](#_Toc135756262)

[3. Qualification (ITB 37) 44](#_Toc135756263)

1. Margin of Preference (ITB 33)

Not applicable

**Most Advantageous Bid**

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

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

2. Evaluation (ITB 34)

**2.1. Evaluation Criteria (ITB 34.6) – not applicable**

**2.2. Multiple Contracts (ITB 34.4) - not applicable**

**2.3. Alternative Bids (ITB 13.1) - not applicable**

3. Qualification (ITB 37)

**3.1 Qualification Criteria (ITB 37.1)**

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

1. **Financial Capability**:
2. Bidder`s average annual turnover in the last three (3) years (e.g. 2021, 2022, 2023) shall be EUR 420,000.

For a Joint Venture, this requirement shall be met by all members combined. However, the leader of the JV shall demonstrate that it meets 60% of the requirement.

1. To demonstrate the above requirement, the Bidder shall submit audited financial statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Purchaser, for the last 3 years (e.i. 2021, 2022, 2023) prior to bid submission deadline, demonstrating the current soundness of the Bidder’s financial position.

For a joint venture, this requirement shall be met by each member.

In the case of a bid covering both lots the annual average turnover of the Bidder over the past three years must be no less than EUR 400,000, as covered by the bid. The Bidder shall furnish, as part of its bid, such documentary evidence, in the form of audited financial statement or balance sheet endorsed by authorized accountant, demonstrating the annual turnover for each of the last three (3) years.

1. **Specific Experience**: The Bidder shall demonstrate that it has successfully completed at least 3contracts within the last 3 years prior to bid submission deadline that cumulated to be equal to the value of the offered price for which the bid is submitted, that have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the present Contract (supply of vehicles).

For a joint venture, this requirement may be met by all members combined.

**c) Documentary Evidence**: The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement: comply with the Technical Specifications listed in “Section VI Schedule of Requirements, Technical Specifications”

1. **Manufacturing experience and Technical Capacity**: For the items under the Contract that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that it has manufactured goods of similar nature and complexity for at least 5 years (2019-2024), prior to the bid submission deadline;
2. Manufacturer’s authorization: A bidder who does not manufacture an item/s where a manufacturer authorization is not required in accordance with BDS ITB 17.2 (a), the bidder shall submit documentation on, its status as a supplier, to the satisfaction of the Purchaser *(e.g. authorized dealer/ distributor of the items)*.
3. The local Bidders must have no outstanding taxes due to the Romanian authorities (i.e. state budget). A legalized copy or the original of the certificate issued by the National Agency of Fiscal Administration office should be provided in this respect.
4. The Bidder or its authorized Agent(s) must be equipped and able to carry out the warranty services (36 months from the delivery reception protocol for each vehicle) /after sales services and spare parts-stocking prescribed in the Conditions of Contract and/or Technical Specifications or the Bidder must prove that they will be represented in Romania by an authorized Agent or will present letter of intent or pre-agreement with a local agent/s for provision of after sales services/warranty services. The awarded bidder shall prove that the agent is equipped and able to carry out the warranty services/after sales services and spare parts-stocking (i.e. copies of the relevant pages of service agreements or contracts excepting price information). The awarded bidder must furnish documentary evidence in order to prove it meets the requirement and must provide details regarding it’s or service authorized Agent(s) available resources, service staff, spare parts warehouse, point of contact, address, telephone and fax number.

At the time of Contract Award, the Bidder(including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.

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| Section IV - Bidding Forms |

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Letter of Bid

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| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*  *Note: All italicized text is to help Bidders in preparing this form.* |

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

**RFB No.:** 02/RFB/2024

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

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

To: ***Ministry of Environment, Water and Forests, Project Management Unit of "Prevention and Reduction of Pollution in Rural Areas in Romania" Project***

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser’s Country in accordance with ITB 4.7;
4. **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the* *status of disqualification by the Bank of each JV member and/or subcontractor]*.

We, including any of our subcontractors:

1. [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
2. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
3. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]
4. **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];
5. **Bid Price**: The total price of our Bid, excluding any discounts offered in item (f) below is:

**Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and currency*], including VAT;**

1. **Discounts**: The discounts offered and the methodology for their application are:

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

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

1. **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1],* and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
3. **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and weare not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
4. **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 Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
5. **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
6. **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

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| Name of Recipient | Address | Reason | Amount |
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(If none has been paid or is to be paid, indicate “none.”)

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

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

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

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

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

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

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

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

Bidder Information Form

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

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

RFB No.: *02/RFB/2024*

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| 1. Bidder’s Name *[insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each member: *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’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 accordance with ITB 4.4.  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Purchaser   8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form. |

Bidder’s JV Members Information Form

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

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

RFB No.: *02/RFB/2024*

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| 1. Bidder’s Name: *[insert Bidder’s legal name]* |
| 2. Bidder’s JV Member’s name: *[insert JV’s Member legal name]* |
| 3. Bidder’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Bidder’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Bidder’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Bidder’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 ITB 4.4.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.  8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form. |

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]*

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Subcontractor’s Name: *[insert* *full name]*RFB No. and title: *[insert RFB number and title]*Page *[insert page number]* of *[insert total number]* pages

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| **SEA and/or SH Declaration**  **in accordance with Section III, Qualification Criteria, and Requirements** |
| We:  🞎 (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations  🞎 (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations  🞎 (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor. |
| **[*If (c) above is applicable*, *attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*** |

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the* ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported | | | | | | | | | | | |
|  | | | | (Group C Bids, goods to be imported)  Currencies in accordance with ITB 15 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | |
| 1 | 2 | 3 | 4 | | 5 | 6 | 7 | | 8 | | 9 |
| Line Item  N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | | Quantity and physical unit | Unit price  cip *[insert place of destination]*  in accordance with ITB 14.8(b)(i) | CIP Price per line item  (Col. 5x6) | | Price per line item for inland transportation and other services **(including loading for transport and unloading at the final destination)** required in the Purchaser’s Country to convey the Goods to their final destination specified in BDS | | Total Price per Line item  (Col. 7+8) |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | | *[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]* |
| 1. | Vehicles for monitoring |  |  | | 12 pcs | As specified in the Site Table in the Schedule of Requirements Section VII. |  | |  | |  |
|  | | | | | | | | Total Price | |  | |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]* | | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported\* | | | | | | | | | | | | | |
|  | | | (Group C Bids, Goods already imported)  Currencies in accordance with ITB 15 | | | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | 11 | | 12 | |
| Line Item  N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents] | Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii)  (Col. 6 minus Col.7) | Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)  (Col. 5×8) | Price per line item for inland transportation and other services (**including loading for transport and unloading at the final destination**) required in the Purchaser’s Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v) | | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv) | | Total Price per line item  (Col. 9+10) | |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per unit]* | *[insert custom duties and taxes paid per unit]* | *[insert unit price net of custom duties and import taxes]* | *[ insert price per line item net of custom duties and import taxes]* | *[insert price per line item for inland transportation and other services required in the Purchaser’s Country]* | | *[insert sales and other taxes payable per item if Contract is awarded]* | | *[insert total price per line item]* | |
| 1. | Vehicles for monitoring |  |  | 12 pcs. |  |  |  |  |  | |  | |  | |
|  | | | | | | | | | | Total Bid Price | |  | |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | | | | | | | |

\* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in the Purchaser’s Country

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Purchaser’s Country  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | (Group A and B Bids)  Currencies in accordance with ITB 15 | | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | | |
| 1 | 2 | 3 | 4 | | 5 | 6 | 7 | 8 *[[1]](#footnote-2)* | | 9 | 10 | |
| Line Item  N° | Description of Goods | Delivery Date as defined by Incoterms | Quantity and physical unit | | Unit price EXW | Total EXW price per line item  (Col. 4×5) | Price per line item for inland transportation and other services (**including loading for transport and unloading at the final destination**) required in the Purchaser’s Country to convey the Goods to their final destination | Cost of local labor, raw materials and components with origin in the Purchaser’s Country  % of Col. 5 | | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | 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 cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]* | | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* | |
| 1 | Vehicles for monitoring |  | 12 pcs. | |  |  |  |  | |  |  | |
|  | | | | | | | | | Total Price | | |  | |
|  | | | | | | | | |  | | |  | |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | | | | | | | |

Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid No.: *02//RFB/2024*

To: **Ministry of Environment, Waters and Forests - PMU**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

(b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**\***: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

Section V - Eligible Countries

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

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and ITB 5.1: *none*

Under ITB 4.8(b) and ITB 5.1: *none*

Section VI - Fraud and Corruption

**(Section VI 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-3) (ii) to be a nominated[[3]](#footnote-4) 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-5) 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.

PART 2 – Supply Requirements

|  |
| --- |
| Section VII - Schedule of Requirements |

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|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1. List of Goods and Delivery Schedule | | | | | | | |
| **Line Item**  **N°** | **Description of Goods** | **Quantity** | **Physical unit** | **Final Destination (Project Site) as specified in BDS** | **Delivery (as per Incoterms) Date** | | |
| **Earliest Delivery Date** | **Latest Delivery Date** | **Bidder’s offered Delivery date [*to be provided by the Bidder*]** |
| 1 | Vehicles for monitoring | 12 | pcs | As per Site Table | 1 day | 21 November 2024 |  |

2. Site Table

**LIST OF FINAL DESTINATIONS**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **County** | **Beneficiary unit** | **Goods** |
| 1 | Bucharest, Romania | RAPID PMU, *46-48 Calea Plevnei Street,, sector 1, Bucharest, ZIP Code: 010233* | Vehicles 10 pcs. |
| 2 | Bucharest, Romania | DG PNRR, *139 Calea Plevnei Street, sector 6, Bucharest, ZIP Code: 060011* | Vehicles 2 pcs. |
| **TOTAL** | | | 12 |

3. Technical Specifications

The Bidders must provide detailed item-by item commentary on the Purchaser’s technical specifications demonstrating the substantial responsiveness of the offered Goods to the technical specifications specified in Section VII, Schedule of Requirements and a statement of compliance to the provisions of the Schedule of Requirements. The detailed item-by–item commentary must contain explicit cross references to the relevant supporting information included in the bid.

**General Requirements for all the equipment:**

1. Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
2. WARRANTY and Services: The warranty period - service period is specified in the technical specifications. During the Warranty Period the Supplier must remedy the defects or replace the out of order equipment in maximum 72 hours or the term specified in the technical specifications for each item.

*“****Summary of Technical Specifications****. The Goods 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]* |
| 12 | Vehicles for monitoring | *according to the related detailed Technical Specifications and Standards described below and according to the specifications in Table 1 bellow* |

**Detailed Technical Specifications and Standards** *-* Vehicles for monitoring

In the context of purchasing SUV-type cars with hybrid technology, the aim is to purchase vehicles that combine energy efficiency and off-road capabilities.

General Requirements:

* **Efficiency**: Reduction of fuel consumption and CO2 emissions due to hybrid technology,
* **Versatility**: Off-road capabilities, suitable for the varied terrains in rural areas,
* **Safety**: Equipped with advanced driver assistance systems and safety features,
* **Comfort**: Modern and comfortable interiors with advanced technology and connectivity,
* **Utility**: Sufficient space for passengers and luggage, suitable for daily use and field trips.

**General Technical Requirements**

* Manufacture date: produced with max. 12 months before delivery
* Mileage upon receipt: Maximum 60 km driven
* Fuel upon receipt: Sufficient for a minimum autonomy of 60 km
* Condition: New and unused products
* Vehicle Category: M1

**Table 1**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Minimum technical specifications** | *[to be filled by the bidder]* **Yes/No** | *[to be filled by the bidder]* **Statement of compliance and cross refference to the supporting documents (manuals, brochures, etc.)** |
| **1. Vehicle Type** | |  |  |
| 1.1 | Category: M1 |  |  |
| 1.2 | Body Type: SUV (Sport Utility Vehicle) |  |  |
| 1.3 | Number of Doors: 4+1 |  |  |
| 1.4 | Number of Seats: Minimum 5 |  |  |
| **2. Engine and Propulsion System** | |  |  |
| 2.1 | Engine Type: Petrol + Electric Motor (Plug-in Hybrid - PHEV) |  |  |
| 2.2 | Engine Capacity: Between 1400 cm3 - 1600 cm3 |  |  |
| 2.3 | Total Power Output: Minimum 130 HP (combined petrol and electric motor) |  |  |
| 2.4 | Gearbox: Automatic |  |  |
| 2.5 | Fuel Consumption (combined WLTP): Maximum 7 l/100km |  |  |
| **3. Hybrid plug-in Features** | |  |  |
| 3.1 | Battery Capacity: Minimum 10 kWh |  |  |
| 3.2 | Electric Range: Minimum 45 km in electric mode (WLTP) |  |  |
| 3.3 | Charging Time (0-100%): Maximum 5 hours at 230V outlet |  |  |
| **4. Dimensions and Capacities** | |  |  |
| 4.1 | Length: Between 4,200 mm - 5,000 mm |  |  |
| 4.2 | Width: Maximum 2,200 mm |  |  |
| 4.3 | Height: Minimum 1,500 mm |  |  |
| 4.4 | Wheelbase: Maxim 2,650 mm |  |  |
| 4.5 | Ground Clearance: Minimum 165 mm |  |  |
| 4.6 | Trunk Volume: Minimum 200 liters |  |  |
| 4.7 | Maximum Torque: Minimum 140 Nm |  |  |
| 4.8 | Fuel Tank Capacity: Minimum 40 liters |  |  |
| **5. Comfort and Convenience Features** | |  |  |
| 5.1 | Automatic air conditioning: Yes |  |  |
| 5.2 | Eco Driving Mode |  |  |
| 5.3 | Adaptive Cruise Control |  |  |
| 5.4 | Front-rear lights with LED technology |  |  |
| 5.5 | Electric windows - Front & Rear |  |  |
| 5.6 | Heated exterior side mirrors, folding and electrically adjustable |  |  |
| 5.7 | Multimedia System with Minimum 7-inch Touchscreen |  |  |
| 5.8 | Android Auto and Apple CarPlay Compatibility |  |  |
| 5.9 | Heated and Adjustable Front Seats |  |  |
| 5.10 | USB Ports |  |  |
| 5.11 | Heated steering wheel |  |  |
| 5.12 | Rearview Camera and Parking Sensor |  |  |
| **6. Safety Systems** | |  |  |
| 6.1 | Front and Side Airbags for Driver and Passenger |  |  |
| 6.2 | Curtain Airbags for Front and Rear Seats |  |  |
| 6.3 | Anti-lock Braking System (ABS) |  |  |
| 6.4 | Adaptive Cruise Control (ACC) |  |  |
| 6.5 | Electronic Stability Control (ESC) |  |  |
| 6.6 | Emergency Brake Assist (EBA) |  |  |
| 6.7 | Blind Spot Warning (BSW) |  |  |
| 6.8 | Lane Departure Warning (LDW) |  |  |
| 6.9 | Forward Collision Mitigation (FCM) |  |  |
| 6.10 | Lane Keeping Assist (LKA) |  |  |
| 6.11 | Rearview Camera and Parking Sensors |  |  |
| 6.12 | Central Locking and Anti-Theft Alarm System |  |  |
| 6.13 | Traffic Sign Recognition (TSR) |  |  |
| **7. Rural-Specific Protection and Safety Features** | |  |  |
| 7.1 | All-Season Tires |  |  |
| 7.2 | Rubber Floor Mats (Front and Rear) |  |  |
| 7.3 | Complete Safety Kit: First Aid Kit, Fire Extinguisher, Reflective Triangle, Reflective Vest |  |  |
| 7.4 | Tire Repair Kit or Spare Wheel |  |  |
| **8. Other Specifications** | |  |  |
| 8.1 | Color: N/A |  |  |
| 8.2 | The vehicles must comply with all pollution and safety standards in accordance with current Romanian legislation |  |  |
| 8.3 | Vehicles will be delivered with a user manual in Romanian |  |  |
| 8.4 | Minimum warranty of 3 years or 100,000 km |  |  |

4. Drawings

This bidding document includes *no* drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:

As per the provisions of Clause 26. Inspections and Tests in Section VIII. General Conditions of Contract and of Section IX. Special Conditions of Contract

PART 3 - Contract

|  |
| --- |
| Section VIII - General Conditions of Contract |

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**Section VIII - General Conditions of Contract**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Definitions | | 1.1 The following words and expressions shall have the meanings hereby assigned to them: **“Bank”** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).**“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.**“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.**“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.**“Day”** means calendar day.**“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.**“GCC”** means the General Conditions of Contract.**“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.**“Purchaser’s Country”** is the country specified in the **Special Conditions of Contract** **(SCC).****“Purchaser”** means the entity purchasing the Goods and Related Services, as **specified in the SCC.****“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.**“SCC”** means the Special Conditions of Contract.**“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.**“Supplier”** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.**“The Project Site,”** where applicable, means the place named in the **SCC.** | |
| 1. Contract Documents | | 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. | |
| 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 WBG’s Sanctions Framework, as set forth in Appendix 1 to the GCC.   2. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. | |
| 1. Interpretation | | 1. If the context so requires it, singular means plural and vice versa. 2. Incoterms  Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the** **SCC**.The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.  1. Entire Agreement   The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.   1. Amendment   No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.   1. Nonwaiver  Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  1. Severability   If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. | |
| 1. Language | | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.   2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. | |
| 1. Joint Venture, Consortium or Association | | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. | |
| 1. Eligibility | | * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   2. All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. | |
| 1. Notices | | * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | |
| 1. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC.**   2. Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:   (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 1. Settlement of Disputes | * 1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.   2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC.**   3. Notwithstanding any reference to arbitration herein,      1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the Purchaser shall pay the Supplier any monies due the Supplier. |
| 1. Inspections and Audit by the Bank | 1. The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs. 2. Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). |
| 1. Scope of Supply | 1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 1. Delivery and Documents | 1. Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.** |
| 1. Supplier’s Responsibilities | 1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. 2. The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4. 3. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. 4. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. 5. The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). 6. The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development. 7. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: 8. with exposure to physical, psychological or sexual abuse; 9. underground, underwater, working at heights or in confined spaces; 10. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; 11. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 12. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. 13. The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications. 14. The Supplier shall comply with additional obligations as **specified in the SCC.** |
| 1. Contract Price | 1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC.** |
| 1. Terms of Payment | 1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.** 2. The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract. 3. Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. 4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed. 5. In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. |
| 1. Taxes and Duties | 1. For goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country.   17.2 For goods Manufactured within the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.  17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| 1. Performance Security | 1. If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.** 2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract. 3. As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the formats stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser. 4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.** |
| 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. Confidential Information | 1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20. 2. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract. 3. The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:  the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;now or hereafter enters the public domain through no fault of that party;can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; orotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.  1. The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. 2. The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| 1. Subcontracting | 1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor’s declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. 2. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. |
| 1. Specifications and Standards | 1. Technical Specifications and Drawings  The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33. |
| 1. Packing and Documents | 1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit. 2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser. |
| 1. Insurance | 1. Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.** |
| 1. Transportation and Incidental Services | 1. Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. |
|  | 1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:   (a) performance or supervision of on-site assembly and/or start‑up of the supplied Goods;  (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;  (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;  (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and  (e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.   1. Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services |
| 1. Inspections and Tests | 1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.** 2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. 3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. 5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. 6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. 7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4. 8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| 1. Liquidated Damages | 1. Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35. |
| 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. Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. 3. Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. 4. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. 5. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. 6. If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| 1. Patent Indemnity | 1. The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:  the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; andthe 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 GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 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,   (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and  (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement |
| 1. Change in Laws and Regulations | 1. Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| 1. Force Majeure | 1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 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. |
| 1. Change Orders and Contract Amendments | 1. The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:  drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;the method of shipment or packing;the place of delivery; andthe Related Services to be provided by the Supplier.  1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order. 2. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. 3. **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following; 4. the proposed change(s), and a description of the difference to the existing contract requirements; 5. a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and 6. a description of any effect(s) of the change on performance/functionality.   The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:   1. accelerates the delivery period; or 2. reduces the Contract Price or the life cycle costs to the Purchaser; or 3. improves the quality, efficiency or sustainability of the Goods; or 4. yields any other benefits to the Purchaser,   without compromising the necessary functions of the Facilities.  If the value engineering proposal is approved by the Purchaser and results in:   1. a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or 2. an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price. 3. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 1. Extensions of Time | 1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. 2. Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| 1. Termination | 1. Termination for Default  The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;if the Supplier fails to perform any other obligation under the Contract; orif the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  1. Termination for Insolvency.  The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser  1. Termination for Convenience.  The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| 1. Assignment | 1. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 1. Export Restriction | 1. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3. |

**APPENDIX 1**

**Fraud and Corruption**

***(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;[[5]](#footnote-6) (ii) to be a nominated[[6]](#footnote-7) 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[[7]](#footnote-8) 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.

**APPENDIX 2**

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

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

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

Date: *[insert day, month, year]*Contract reference *[insert contract reference]*Page *[insert page number]* of *[insert total number]* pages

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

Name of the Subcontractor

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

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

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

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

Countersignature of authorized representative of the Supplier:

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

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

|  |  |
| --- | --- |
| Section IX - Special Conditions of Contract | |
| The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.* | |
| **GCC 1.1(i)** | The Purchaser’s Country is: ***Romania*** |
| **GCC 1.1(j)** | The Purchaser is: *Ministry of Environment, Waters and Forests* ***– through the RAPID PMU*** |
| **GCC 1.1(o)** | The Project Site(s)/Final Destination(s) is/are: as specified in Section VII. Schedule of Requirements, 2.Site Table - LIST OF FINAL DESTINATIONS |
| **GCC 1.1 (p)** | The term **SEA/SH** where used in the Contract has the following meaning:“**Sexual Exploitation and Abuse” “(SEA)”** means the following: **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor’s personnel with other contractor’s, subcontractors’ or employer’s personnel. |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be ***2020*** |
| **GCC 5.1** | The language shall be: ***English*** |
| **GCC 8.1** | For **notices**, the Purchaser’s address shall be:  Attention:  Mr. Mihai Constantinescu, PMU Director  Ms. Mădălina Tanasoi, Procurement Specialist  Street Address: *46-48 Plevnei*  Floor/ Room number*: building E, 1st floor, room 11*  City: *Bucharest*  ZIP Code: *010233*  Country: *Romania*  Telephone: *+40 723 654 600*  Electronic mail address*:*  [mihai.constantinescu@mmediu.ro](mailto:mihai.constantinescu@mmediu.ro)  [madalina.tanasoi@mmediu.ro](mailto:madalina.tanasoi@mmediu.ro) |
| **GCC 9.1** | The governing law shall be the law of*:* ***Romania*** |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:*.*  *“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser’s Country.”]*  ***(a) Contract with foreign Supplier:***  GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.  ***(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 the competent courts in Romania, taking into account the material and functional competence of the courts in accordance with the Code of Civil Procedure (Law no. 134/2010).. |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are:   * certificate of conformity **issued by the Manufacturer**; * manufacturer's or supplier's warranty certificate for the Goods (no date mentioned; warranty will have to commence after the Acceptance of the Goods); * Vehicle Identity Card (CIV)   Delivery terms are CIP Final Place of Destination, i.e. List of final destinations, Romania (as per table 2. Site Table  LIST OF FINAL DESTINATIONS in Section VII. Schedule of Requirements), according to INCOTERMS 2020.  According to annex no. …. Supplier’s Bid and Price Schedules, following dates are to be considered:   * Goods delivery date as per INCOTERMS: *[not later than* ***21st of November 2024];*** * Completion of all contractual obligations/acceptance date: *[not later than* ***25th of November 2024]*** |
| **GCC 15.1** | The prices charged for the Goods supplied shall not be adjustable. |
| **GCC 16.1** | **The contract will be partially financed through 12 (twelve) Eco tickets RABLA PLUS, of 120,000 RON each, in accordance with the conditions foreseen in the Guidelines for financing the „Program on reducing greenhouse gas emissions in transport by promoting non-polluting and energy-efficient road transport vehicles 2020-2024” (including the validity period of the Eco tickets RABLA PLUS), subject to the Ministry’s of Environment, Waters and Forests successful application under the Program and funds being allocated.**  Additionally, contract signing and its implementation are subject to the potential amendments/restrictions from the national legislation in force at the moment of contract signing and payment execution, and/or to the approval of a memorandum of understanding by the Government for overcoming the potential restrictions, if the case.  GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  **Payment for Goods supplied from abroad:**  Payment of the contract price \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[amount in figures and words]*, VAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in figures and words],* shall be made in the following manner:   * + - 1. **Advance Payment: Ten (10) percent of the price of the Goods** to be supplied, namely ………… *[amount in figures and words]* shall be paid by the Purchaser within thirty (30) days as from the submission of a claim accompanied by the corresponding invoice and a bank guarantee for the same amount, valid until the Goods are delivered, and in the form provided in the bidding documents or another form acceptable to the Purchaser.   **On Acceptance: the balance up to a hundred (100) percent** of the Contract Price of Goods received (namely either 90 % in case a 10% Advance is paid or 100% in case no advance is requested and paid), shall be paid as follows:  Through 12 eco tickets of 120,000 RON each, upon delivery and acceptance of the goods, and the balance up to the total contract price within thirty (30) days after the receipt of the invoice for the same amount issued by the Supplier.  Invoices shall be issued only after the reception and acceptance of the goods.  **Payment for Goods supplied from within the Purchaser’s Country:**  Payment of the contract price \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in figures and words]*, VAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in figures and words],* shall be made in the following manner:   * + - 1. **Advance Payment: Ten (10) percent of the price of the Goods** to be supplied, namely ………… *[amount in figures and words]* shall be paid by the Purchaser within thirty (30) days as from the submission of a claim accompanied by the corresponding invoice and a bank guarantee for the same amount, valid until the Goods are delivered, and in the form provided in the bidding documents or another form acceptable to the Purchaser.   **On Acceptance: the balance up to a hundred (100) percent** of the Contract Price of Goods received (namely either 90 % in case a 10% Advance is paid or 100% in case no advance is requested and paid), shall be paid as follows:  Through 12 eco tickets of 120,000 RON each, upon delivery and acceptance of the goods, and the balance up to the total contract price within thirty (30) days after the receipt of the invoice for the same amount issued by the Supplier.  Invoices shall be issued only after the reception and acceptance of the goods.  *In case of a contract with a national of the Purchaser’s country, the following clause will be added:*  *“*Payments shall be made in RON. The prices quoted in the bid and denominated in foreign currency, shall be converted into Romanian Lei for payment purposes. The exchange rate to be applied for converting the foreign currency into Romanian Lei shall be the official exchange rate published by the National Bank of Romania (Banca Nationala a Romaniei) and applicable for the day of the corresponding invoice.”  *In case of a contract with a foreign Supplier who does not have fiscal registration in Romania, the following clause will be added:*  *“*Payments shall be made in the currency of the Bid.  “The related VAT totalling ……………… *[amount in figures and words]* shall be paid in RON directly to the Romanian Authorities in accordance with the legislation in force.” |
| **GCC 16.5** | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be *45* days. after submission by the Supplier of all the documents specified at GCC 13.1  The interest rate that shall be applied is 4.5 % (four point five percent) per annum. |
| **GCC 18.1** | A Performance Security shall be required*.*  The amount of the Performance Security shall be: **3%** (three percent) of the total contract price excluding taxes. |
| **GCC 18.3** | The Performance Security shall be in the form of: **Bank Guarantee, using the form included in Contract Forms Section**. |
| **GCC 18.4** | Discharge of the Performance Security shall take place: after delivery and acceptance of the Goods. |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms*.* |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as follows:  The Supplier is required under the Contract to transport the Goods to a specified place of final destination in Bucharest, defined as the Project Sites (as per table 2. Site Table  LIST OF FINAL DESTINATIONS in Section VII. Schedule of Requirements), transport to such place of destination, including insurance and storage, as well as loading and unloading, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price. |
| **GCC 25.2** | Incidental services to be provided are: Not applicable |
| **GCC 26.1** | The inspections and tests shall be: Not applicable |
| **GCC 26.2** | The Inspections and tests shall be conducted at their respective final place of destination, as per table provided in Section VII. Schedule of Requirements Table 1. List of Goods and Delivery Schedule, column - Final Destination (Project Site).  The evaluation and quantitative and qualitative reception commission of the goods will inspect if the technical specifications are met, the quantities |
| **GCC 27.1** | The liquidated damage that the Purchaser may apply shall be: ***Not applicable*** |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: ***Not applicable*** |
| **GCC 28.3** | The period of validity of the Warranty shall be: ***36 months or 100,000 km***  For purposes of the Warranty, the place(s) of final destination(s) shall be: as per Section VII. Schedule of Requirements Table 1. List of Goods and Delivery Schedule, column - Final Destination (Project Site). |
| **GCC 28.5, GCC 28.6** | The period for repair or replacement shall be: maximum **10 days.** |
| **GCC 35.1 a)** | The Purchaser may terminate the Contract in whole, if the Supplier fails to deliver the Goods until 21st November 2024. |

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| Section X - Contract Forms |

**Table of Forms**

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Beneficial Ownership Disclosure Form

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

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

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

**RFB No.:** 02//RFB/2024

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

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

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

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

**Details of beneficial ownership**

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

***OR***

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

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

**OR**

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

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

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

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

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

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

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

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

\*\* Person signing the Bid shall have the power of attorney given by the Bidder, if the person is not an administrator of the Bidder, as resulted from the Certificate of status issued by the National Trade Register Office. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

*[use letterhead paper of the Purchaser]*

*[date]*

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

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

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

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

BETWEEN

(1) *Ministry of Environment, Waters and Forests of Romania, through the Project Management Unit of Rural Pollution Prevention and Reduction Project (PMU-RAPID)* and having its principal place of business at 46-48 *Calea Plevnei* Street, Bucharest, sector 1, Code: 010233, Romania, Fiscal Code 16335444, represented by ***Mr. Mircea FECHET*,** Minister, (hereinafter called “the Purchaser”), of the one part, and

(2) *[insert name of Supplier****]***, a corporation incorporated under the laws of *[insert: country of Supplier****]*** and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

1. the Letter of Acceptance
2. the Letter of Bid
3. the Addenda Nos.\_\_\_\_\_ (if any)
4. Special Conditions of Contract
5. General Conditions of Contract
6. the Specification (including Schedule of Requirements and Technical Specifications)
7. the completed Schedules (including Price Schedules)
8. any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. This Agreement shall be deemed to be effective from the date of its signature by both Parties and shall be signed in two (2) original copies, one copy for each party and each copy bearing the same legal effect.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Romania on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier

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

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

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

**Director UMP - RAPID**

**Mihai CONSTANTINESCU**

**Procurement Manager, UMP - RAPID**

**Cătălina CRIVEANU**

**Legal Specialist, UMP-RAPID**

**Alexandru BOROȘ**

Performance Security

**(Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** Ministry of Environment, Waters and Forests- PMU

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words]*,[[8]](#footnote-9)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…[[9]](#footnote-10)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][[10]](#footnote-11)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 either that the Applicant:

* + 1. has used the advance payment for purposes other than toward delivery of Goods; or
    2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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

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

1. *[Delete Column 8 if domestic preference is not applicable, which should normally be the case for off-the-shelf Goods]* [↑](#footnote-ref-2)
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-3)
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-4)
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-5)
5. 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-6)
6. 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-7)
7. 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-8)
8. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-9)
9. *2 Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-10)
10. 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-11)