

ESWATINI ELECTRICITY COMPANY



**REQUEST FOR BIDS (FRAMEWORK AGREEMENTS)-
GOODS**

Procurement of Electrical Materials and Equipment
FOR THE PROPOSED
ACCELERATING SUSTAINABLE AND CLEAN ENERGY
ACCESS TRANSFORMATION IN ESWATINI
PROJECT ID NO: P508960

Specific Procurement Notice (SPN)

Request for Bids

Framework Agreement(s) for Goods

(Primary Procurement, Two-Envelope Bidding Process)

Procuring Agency: Eswatini Electricity Company

Country: Eswatini

Name of Project: Accelerating Sustainable and Clean Energy Access (ASCENT)

Framework Agreement Title: Procurement of Electrical Materials and Equipment

RFB Reference No.: xxxxxxxxxxxx

Loan No: P508960

1. The Government of Eswatini (GoKE) has received financing from the World Bank toward the cost of the Accelerating Sustainable and Clean Energy Access Transformation in Eswatini (ASCENT Eswatini), and intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the Framework Agreements (FAs) for the Procurement of Materials and Equipment for the Construction of the Distribution Network to increase electricity access to households in the Kingdom of Eswatini concluded through this RFB Primary Procurement process.
2. The Eswatini Electricity Company (EEC) is undertaking the Primary Procurement with a view to concluding Framework Agreements with eligible suppliers of electrical materials and equipment. The Eswatini Electricity Company is the sole Purchaser under the Framework Agreement[s]. The Eswatini Electricity Company now invites sealed Bids from eligible Bidders for Procurement of Electrical Materials and Equipment over the Term of the Framework Agreements. Overhead line Material and conductors, Creosote Treated poles, Distribution transformers, RMUs and Mini-Subs, Underground cables and Accessories
3. The Framework Agreements to be concluded will be Single-User. The Single-User entitled to purchase under the Framework Agreements is Eswatini Electricity Company.
4. The Framework Agreements to be concluded will be Multi-Supplier.
5. The selection of an FA Supplier to be awarded a Call-off Contract will be done through a Secondary Procurement process as defined in Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on the Eswatini Electricity Company, including participating Purchasers, to purchase Goods under a Call-

off Contract. The conclusion Framework Agreement does not guarantee that an FA Supplier will be awarded a Call-off Contract.

6. Bidding will be conducted through International Competitive Procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" *Procurement Regulations for IPF Borrowers (July 2016) (Procurement Regulations)* first published in July 2016, Fifth edition in September 2023 and is open to all eligible Bidders as defined in the Procurement Regulations.
7. Bidders may submit Bids for one or more lots.
8. The Framework Agreements shall be concluded for a Term of three (3) years from the commencement date stated in the Framework Agreement. The initial term may be extended by a maximum of two (2) years.
9. The Primary Procurement shall establish a Closed Framework Agreement.
10. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents. The following weightings shall apply for Rated Criteria (including technical and non-price factors): x and for the Bid cost: x
11. Interested eligible Bidders may obtain further information from Eswatini Electricity Company, Mr. Bongani Chauke using email: bongani.chauke@eec.co.sz and new suppliers who have never supplied EEC in the past are welcome to visit the Main Stores warehouse (which is the delivery location for the material) situated at **Matsapha Eswatini, King Sobhuza 11 Avenue, opposite Eswatini Railways next to Eswatini Fire and Emergency Services** to verify material specifications and samples during office hours i.e. **0800 to 1645** hours at the address given above.
12. The Bidding document in English may be purchased by interested Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee¹ of **E1000.00** or equivalent in any freely convertible currencies. The method of payment will be electronic. The document will be downloaded from www.eec.co.sz and www.esppra.co.sz.
13. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's/bidders' beneficial ownership, as part of the publication of the conclusion of framework agreement notice, using the Beneficial Ownership Disclosure Form included in the bidding document.
14. The address(es) referred to above is (are):

Mr. Bongani Chauke
Eswatini Electricity Company
Procurement Manager
P.O. Box 258, Mbabane, H100

¹ The fee chargeable should only be nominal to defray reproduction and mailing costs.

Tel: +268 2409 4165

Attention: Mr. Bongani Chauke

E-mail: bongani.chauke@eec.co.sz

Web site: www.eec.co.sz

DRAFT

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Procurement of ***Electrical Material and Equipment***

Procuring Agency: Eswatini Electricity Company

Country: Kingdom of Eswatini

Name of Project: Accelerating Sustainable and Clean Energy Access Transformation in Eswatini (ASCENT Eswatini) Project

Framework Agreement Title: Procurement of Electrical Materials and Equipment

RFB Reference No.: xxxxxxxxxxxx

Project No.: P508960

RFB Issued on: xxxxxxxxxxxx

**Request for Bids
Framework Agreement(s)
Goods**

Table of Contents

PART 1 – Bidding Procedures.....	2
<i>Section I - Instructions to Bidders (ITB)</i>	3
<i>Section II - Bid Data Sheet (BDS)</i>	39
<i>Section V - Eligible Countries</i>	47
<i>Section VI - Fraud and Corruption</i>	49
PART 2 – Supply Requirements.....	51
<i>Section VII - Schedule of Requirements</i>	53
PART 4 – Framework Agreement	117
Framework Agreement Provisions (FAP)	120
Appendix to the Framework Agreement: Fraud and Corruption.....	138
Framework Agreement – Schedules	140
SCHEDULE 1: Schedule of Requirements	140
SCHEDULE 2: Price Schedules	142
SCHEDULE 3: Security Forms	143
SCHEDULE 4: Secondary Procurement	148

PART 1 – Bidding Procedures

Section I - Instructions to Bidders (ITB)

Contents

A. General	6
1. <i>Scope of Bid</i>	6
2. <i>Source of Funds</i>	9
3. <i>Fraud and Corruption</i>	9
4. <i>Eligible Bidders</i>	10
5. <i>Eligible Goods and Related Services</i>	13
B. Contents of the RFB Document.....	14
6. <i>Sections of Bidding Document</i>	14
7. <i>Clarification of Bidding Document</i>	15
8. <i>Amendment of Bidding Document</i>	15
C. Preparation of Bids	16
9. <i>Cost of Bidding</i>	16
10. <i>Language of Bid</i>	16
11. <i>Documents Comprising the Bid</i>	16
12. <i>Letters of Bid</i>	18
13. <i>Alternative Bids</i>	18
14. <i>Bid Prices and Discounts</i>	18
15. <i>Currencies of Bid and Payment</i>	20
16. <i>Documents Establishing the Eligibility and Conformity of Goods</i>	20
17. <i>Documents Establishing the Eligibility and Qualifications of the Bidder</i>	21
18. <i>Period of Validity of Bids</i>	22
19. <i>No Bid Security or Bid Securing Declaration</i>	22
20. <i>Format and Signing of Bid</i>	23
D. Submission of Bids	23
21. <i>Sealing and Marking of Bids</i>	23
22. <i>Deadline for Submission of Bids</i>	24
23. <i>Late Bids</i>	24
24. <i>Withdrawal, Substitution, and Modification of Bids</i>	24
E. Public Opening of Technical Parts of Bids.....	25

25. <i>Public Opening of Technical Parts of Bids</i>	25
F. Evaluation of Bids – General Provisions	27
26. <i>Confidentiality</i>	27
27. <i>Clarification of Bids</i>	27
28. <i>Deviations, Reservations, and Omissions</i>	28
29. <i>Nonconformities, Errors and Omissions</i>	28
G. Evaluation of Technical Parts of Bids	28
30. <i>Evaluation of Technical Parts</i>	28
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids	30
31. <i>Notification of Evaluation of Technical Parts and Public Opening of Financial Parts</i>	30
I. Evaluation of Financial Parts of Bids	32
32. <i>Evaluation of Financial Parts</i>	32
33. <i>Correction of Arithmetical Errors</i>	34
34. <i>Conversion to Single Currency</i>	34
35. <i>No Margin of Preference</i>	34
36. <i>Comparison of Financial Parts</i>	34
J. Evaluation of Combined Technical and Financial Parts and Notification of Intention to Conclude A Framework Agreement	34
37. <i>Evaluation of combined Technical and Financial Parts, Procuring Agency's Right to Accept or Reject Bids</i>	34
38. <i>Standstill Period</i>	35
39. <i>Notification of Intention to Conclude a Framework Agreement</i>	35
K. Conclusion of a Framework Agreement	36
40. <i>Framework Agreement Criteria</i>	36
41. <i>Notification to Conclude a Framework Agreement</i>	36
42. <i>No Obligation to Purchase</i>	36
43. <i>Non-exclusivity</i>	36
44. <i>Debriefing by the Procuring Agency</i>	36
45. <i>Signing the Framework Agreement</i>	37
46. <i>Publication of the Conclusion of Framework Agreement Notice</i>	37
47. <i>Procurement Related Complaint</i>	38
L. Secondary Procurement Process for awarding a Call-off Contract	38

48. <i>Method and criteria for award of Call-off Contract</i>	38
49. <i>Adjustment to the Base Price</i>	38

Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB) Framework Agreement(s) Goods, specified **in the Bid Data Sheet (BDS)**, the Procuring Agency, as specified **in the BDS**, issues this Request for Bids (RFB) document as part of the Primary Procurement process for Goods, and may lead to Framework Agreement(s) being concluded with the successful Bidder(s). The name and identification of this RFB are specified **in the BDS**.
- 1.2 Throughout this Bidding document:
- (a) “**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 Procuring Agency) with proof of receipt;
 - (b) if the context so requires, “**singular**” means “**plural**” and vice versa;
 - (c) “**Day**” means calendar day, unless otherwise specified as “**Business Day**”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays;
 - (d) “**Call-off Contract**” means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. The parties to the contract are the Purchaser and Supplier;
 - (e) “**Closed Framework Agreement**”: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement;
 - (f) “**Country**” means the Procuring Agency’s/Purchaser’s country;

- (g) “**Delivery Period**” is the specified period from the date of formation of a Call-off contract for delivery of the Goods, as per the applicable Incoterms;
- (h) “**Framework Agreement (FA)**” means the agreement between the Procuring Agency and Supplier (s) (the successful Bidder(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;
- (i) “**FA Supplier**” means a Supplier;
- (j) “**Goods**” means all goods, materials or items that the Supplier is required to supply to a Purchaser under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in Part 2, Supply Requirements, and the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services;
- (k) “**Lead Purchaser**” when named in the Framework Agreement, a Lead Purchaser is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Purchasers in managing and administering the Framework Agreement, and (b) as a Purchaser in its own right;
- (l) “**Multi-User Framework Agreement**” means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract;
- (m) “**Multi-Supplier Framework Agreement**” means where more than one Bidder (Supplier) concludes a Framework Agreement for the supply of each item;
- (n) “**Primary Procurement**” means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this RFB;
- (o) “**Procuring Agency**” means the agency that undertakes the Primary Procurement process and concludes the Framework Agreement(s);

- (p) “**Purchaser**”, as **specified in the BDS**, means the agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement;
- (q) “**Related Services**” if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in Framework Agreement Schedule 1: Schedule of Requirements, and specifically described in a Call-off Contract;
- (r) “**Responsible Agency**” when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Suppliers, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Purchaser or Purchasers, once it has been concluded. A Responsible Agency is not a Purchaser under the Framework Agreement;
- (s) “**Secondary Procurement**” means the process described in the Framework Agreement and followed by a Purchaser to select a FA Supplier, and award a Call-off Contract for the supply of Goods;
- (t) “**Single-User Framework Agreement**” means a Framework Agreement where there is only one Purchaser;
- (u) “**Single-Supplier Framework Agreement**” means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each item;
- (v) “**Supplier**” means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Goods, and, if applicable, Related Services, as and when required. A Supplier may also be referred to as a “FA Supplier”;
- (w) “**Term**” mean the duration of a Framework Agreement starting on the Commencement Date.

Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for, or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of Goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI, Fraud and Corruption.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether 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, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. 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 a Call-off Contract under the Framework Agreement, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder that submits a bid for the same item; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder that submits a bid for the same item; or
 - (c) has the same legal representative as another Bidder that submits a bid for the same item; or
 - (d) has a relationship with another Bidder that submits a bid for the same item, 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 Procuring Agency regarding this Primary Procurement process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Bid; or

- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Purchaser or Borrower in implementing the Framework Agreement or a Call-off Contract; or
 - (g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in the **BDS ITB 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who:
 - (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Framework Agreement or Call-off Contract, and/or the Bid evaluation process of such Framework Agreement or Call-off Contract; or
 - (ii) would be involved in the implementation or supervision of such Framework Agreement or Call-off 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 Framework Agreement and/or Call-off Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to **ITB 4.8**. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of

incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of a Call-off Contract including Related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, Bid for, propose for, or conclude a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's Country may be eligible to compete and conclude a Framework Agreement or be awarded a Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:
 - (a) are legally and financially autonomous;
 - (b) operate under commercial law; and
 - (c) are not under supervision of the Procuring Agency, Responsible Agency or a Purchaser.
- 4.7 Eligibility of Bidders suspended, as a result of the execution of a Bid-Securing Declaration or Proposal-Securing Declaration, shall be as follows:
 - (a) A Bidder that is under suspension from Bidding, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by the Purchaser in case of a Single-User Framework Agreement or all Purchasers in a Multi-User Framework Agreement shall not be eligible to bid to conclude a framework agreement.
 - (b) A Bidder that has concluded a framework agreement is ineligible to quote for or to be

awarded a Call-off Contract by a Purchaser that has suspended the bidder as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.

- (c) Subject to (a) above, a Bidder that is under suspension, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by a Procuring Agency is eligible to bid for the framework agreement.

4.8 Firms and individuals may be ineligible if so indicated in Section V and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from concluding a contract, or a Framework Agreement or being awarded a Call-off Contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment:

- (a) relates to fraud or corruption; and
- (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under a Call-off Contract awarded under a Framework Agreement and financed by the Bank, may have their

origin in any country in accordance with Section V, Eligible Countries.

- 5.2 For purposes of this ITB, the term “Goods” includes commodities, raw materials, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of the RFB Document

6. Sections of Bidding Document

- 6.1 The Bidding document consists of Parts 1, 2, 3, and 4, which include all sections, schedules, annexes, 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 - Procuring Agency Forms

PART 4 - Framework Agreement (FA)

- SCHEDULE 1: Schedule of Requirements
- SCHEDULE 2: Price Schedules
- SCHEDULE 3: Secondary Procurement
- SCHEDULE 4: Call-off Contract General Conditions of Contract

- SCHEDULE 5: Secondary Procurement Forms
- SCHEDULE 6: List of Purchasers (if applicable)
- 6.2 The Specific Procurement Notice “Request for Bids to conclude a Framework Agreement(s) for Goods”, issued by the Procuring Agency is not part of this Bidding document.
- 6.3 Unless obtained directly from the Procuring Agency, the Procuring Agency 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 Procuring Agency shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information or documentation as is required by the Bidding document.
- 7. Clarification of Bidding Document** 7.1 A Bidder requiring any clarification of the Bidding document shall contact the Procuring Agency in writing at the Procuring Agency’s address specified **in the BDS**. The Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 Procuring Agency shall amend the Bidding document following the procedure under **ITB 8** and **ITB 22.2**.
- 8. Amendment of Bidding Document** 8.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding document by issuing addenda.
- 8.2 Any Addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the

Procuring Agency in accordance with **ITB 6.3**. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency's web page in accordance with **ITB 7.1**.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to **ITB 22.2**.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

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

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID”.

- 11.2 The **Technical Part** shall contain the following:

- (a) Letter of Bid -**Technical Part**: prepared in accordance with **ITB 12**;
- (b) Authorization: written confirmation authorizing the signatory of the Bid to

commit the Bidder, in accordance with **ITB 20.3**;

- (c) Qualifications: documentary evidence in accordance with **ITB 17** establishing the Bidder's qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;
- (d) Bidder's Eligibility: documentary evidence in accordance with **ITB 17** establishing the Bidder's eligibility to Bid;
- (e) 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;
- (f) Conformity: documentary evidence in accordance with **ITB 16**, that the Goods and Related Services conform to the Bidding document; and
- (g) any other document required **in the BDS**.

11.3 The **Financial Part** envelope shall contain the following:

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- (b) **Price Schedules:** completed prepared in accordance with ITB 12 and ITB 14;
- (c) any other document **required in the BDS**.

11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

11.5 In addition to the requirements under **ITB 11.2**, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid

shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement.

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

12. Letters of Bid

- 12.1 The Bidder shall prepare the Letter of Bid – Technical Part, and Letter of Bid – Financial Part using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB 20.3**. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

- 13.1 Alternative Bids shall not be permitted in this Primary Procurement process.

14. Bid Prices and Discounts

- 14.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.
- 14.2 Bidders shall provide their prices in the Price Schedules, as specified ITB 14.7 below.
- 14.3 The price to be quoted in the Letter of Bid -Financial Part in accordance with **ITB 12.1** shall be, as specified **in the BDS**.
- 14.4 The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid, in accordance with **ITB 12.1**.
- 14.5 For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.
- 14.6 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.7 Unit prices in the Price Schedules shall be quoted against either estimated quantities over the duration of the Framework Agreement (Term) or indicative range of individual Call-off quantities as specified **in the BDS**. 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 Procuring Agency. This shall not in any way limit the Purchaser's right to award a Call-off Contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods **to be supplied from within the Procuring Agency's Country:**
 - (i) **If manufactured in the Procuring Agency's Country:** 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, including the price for inland transportation, insurance, and other local services required to convey the Goods to a place of destination as specified in the Bid Data Sheet;
 - (ii) **If manufactured outside the Procuring Agency's Country and already imported at the time of Call-off Contract:** the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) including the price for inland transportation, insurance, and other local services required to convey the Goods to a place of destination as specified in the Bid Data Sheet, but excluding any custom duties and other import taxes on the Goods.
- (b) For Goods manufactured outside the Procuring Agency's Country, **to be imported for supply under a Call-off Contract:**

- (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Agency's Country, as specified **in the BDS**;
 - (c) 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).
- 14.8 During the Call-off process, suppliers may be required to include the additional prices for inland transportation, insurance, and other incidental services required to convey the Goods to their final destination/s.
- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Procuring Agency's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Procuring Agency's Country, unless otherwise specified **in the BDS**.
 - 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency's Country.
- 16. Documents Establishing the Eligibility and Conformity of Goods**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with **ITB 5**, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
 - 16.2 To establish the conformity of the Goods and Related Services to the Bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
 - 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential

technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified **in the BDS** following acceptance of the Goods by the Purchaser (if a Call-off Contract is awarded to the Bidder as a FA Supplier).
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency 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 Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 To establish Bidder's eligibility in accordance with **ITB 4**, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction:
- 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 Procuring Agency's Country;
 - that, if required **in the BDS**, in case of a Bidder not doing business within the Procuring

Agency's Country, the Bidder is, or will be, (if awarded the call off Contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods; and

- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

- 18.1 Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Procuring Agency 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 Procuring Agency in accordance with ITB 8, shall be rejected by the Procuring Agency as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Procuring Agency may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in **ITB 18.3**.
- 18.3 If the conclusion of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Framework Agreement Base Price shall be determined as follows:
 - (a) in the case of a fixed price Framework Agreement, the Base Price shall be the Bid price adjusted by the factor specified in the **BDS**;
 - (b) in the case of an adjustable price Framework Agreement, no adjustment shall be made;
 - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. No Bid Security or Bid Securing Declaration

- 19.1 Bid Security or Bid-Securing Declaration is **not** required for this Primary Procurement process.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare the Bid, in accordance with ITB 11 and ITB 21.
- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative(s).
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission of Bids**21. Sealing and Marking of Bids**

- 21.1 The Bidder shall deliver the Bid in two separate, sealed **envelopes** (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked “ORIGINAL BID”.
- 21.2 In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail.

21.3 The envelopes marked “ORIGINAL BID” and “BID COPIES” shall be enclosed in a separate sealed outer envelope for submission to the Procuring Agency.

21.4 All inner and outer envelopes, shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Procuring Agency in accordance with **ITB 22.1**;
- (c) bear the specific identification of this Bidding process indicated in **ITB 1.1**; and
- (d) bear a warning not to open before the time and date for Bid opening.

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

22. Deadline for Submission of Bids

22.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 The Procuring Agency 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 Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Procuring Agency shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 22**. Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with **ITB 20.3**, (except that

withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with **ITB 20** and **ITB 21** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with **ITB 22**.
- 24.2 Bids requested to be withdrawn in accordance with **ITB 24.1** shall be returned unopened to the Bidders.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid -Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereof.

E. Public Opening of Technical Parts of Bids

25. Public Opening of Technical Parts of Bids

- 25.1 Except as in the cases specified in **ITB 23** and **ITB 24.2**, the Procuring Agency shall, at this Bid opening, publicly open and read out, in accordance with this ITB, all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with **ITB 22.1**, shall be as specified **in the BDS**.
- 25.2 First, the written notice of withdrawal in the envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding

withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.
- 25.5 Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “Financial PART” shall remain sealed and kept by the Procuring Agency in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked “TECHNICAL PART” the Procuring Agency shall read out: the name of the Bidder and whether there is a modification; and any other details as the Procuring Agency may consider appropriate.
- 25.6 Only Technical Parts of Bids that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialed by representatives of the Procuring Agency attending Bid opening in the manner specified **in the BDS**.
- 25.7 At the Bid opening, the Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 23.1**).
- 25.8 Following the opening of the Technical Parts of the Bid the Procuring Agency shall prepare a record that shall include, as a minimum:

- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; and
 - (b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”.
- 25.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

F. Evaluation of Bids – General Provisions

26. Confidentiality

- 26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with **ITB 31**. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to conclude a Framework Agreement is transmitted to Bidders in accordance with **ITB 39**.
- 26.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.
- 26.3 Notwithstanding **ITB 26.2**, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Procuring Agency 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 Procuring Agency shall not be considered. The Procuring Agency’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.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

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

- (a) “Deviation” is a departure from the requirements specified in the Bidding document;
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding document.

29. Nonconformities, Errors and Omissions

29.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any nonconformities in the Bid.

29.2 Provided that a Bid is substantially responsive, the Procuring Agency 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.

G. Evaluation of Technical Parts of Bids

30. Evaluation of Technical Parts

30.1 In evaluating the Technical Parts of each Bid, the Procuring Agency shall use the criteria and methodologies listed in this **ITB 30** and the **BDS**, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

30.2 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in **ITB 11**.

- 30.3 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the specified Goods and Related Services; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Procuring Agency's rights or the Bidder's obligations; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.4 The Procuring Agency 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.
- 30.5 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30.6 the Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 30.7 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 different from the Bidder.

- 30.8 Prior to conclusion of the Framework Agreement, the Procuring Agency 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 Procuring Agency will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Procuring Agency will require the Bidder to propose a replacement subcontractor.
- 30.9 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation to assess adequacy of the Technical Part followed by evaluation applying technical factors/subfactors and corresponding scores and weightings as specified in the **BDS**.

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids

31. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

- 31.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Procuring Agency shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:
 - (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
 - (b) their envelope marked “Financial Part” will be returned to them unopened after the completion of the bid evaluation process and the signing of the Framework Agreement;
 - (c) notify them of the date, time and location of the public opening of the envelopes marked ‘Financial Part’.
- 31.2 The Procuring Agency shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; and
 - (b) their envelope marked “Financial Part” will be opened at the public opening of Financial Parts;
 - (c) notify them of the date, time and location of the public opening of the envelopes marked “Financial Part”.
- 31.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in **ITB 31.1** and **31.2**. However, if the Procuring Agency receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to **ITB 47.1**. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.
- 31.4 At this public opening the Financial Parts will be opened by the Procuring Agency in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their envelopes marked “Financial Part” opened at the second public opening. Each of these envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Procuring Agency. The Procuring Agency shall read out the names of each Bidder, the technical score and the Bid prices, including any discounts, and any other details as the Procuring Agency may consider appropriate.
- 31.5 Only envelopes of Financial Part of Bids, and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid - Financial Part and the Price Schedules are to be initialed by a representative of the Procuring Agency attending the Bid opening in the manner specified in the BDS.

- 31.6 The Procuring Agency shall neither discuss the merits of any Bid nor reject any envelopes marked “Financial Part”.
- 31.7 The Procuring Agency shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
 - (a) the name of the Bidder whose Financial Part was opened; and
 - (b) the Bid price, per item, including any discounts,
- 31.8 The Bidders whose envelopes marked ‘Financial Part’ have been opened or their 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.

I. Evaluation of Financial Parts of Bids

32. Evaluation of Financial Parts

- 32.1 Provided that a Bid is substantially responsive, the Procuring Agency 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 Procuring Agency shall use its best estimate.
- 32.2 To evaluate the Financial Part of each Bid, the Procuring Agency shall consider the following:
 - (a) evaluation will be done item-wise as quoted in accordance with **ITB 14**;
 - (b) price adjustment for correction of arithmetic errors in accordance with **ITB 33.1**;
 - (c) price adjustment due to unconditional discounts offered in accordance with **ITB 14.4**;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITB 34.1**;

- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 32.1**; and;
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 32.3 If applicable, the estimated effect of price adjustment provisions in the Framework Agreement(s), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation.
- 32.4 The Procuring Agency's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Procuring Agency's Country, sales and other similar taxes, which will be payable on the Goods if a Call-off Contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Procuring Agency's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Goods sales and other similar taxes, which will be payable on the Goods if the Call-off Contract is awarded to the Bidder;
 - (c) if applicable, any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in Section B: Framework Agreement Specific Provisions.
- 32.5 The Procuring Agency'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 or geographic location. 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 32.2(f)**.

- 33. Correction of Arithmetical Errors**
- 33.1 In evaluating the Financial Part of each Bid, the Procuring Agency shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit prices in the Price Schedule Summary and the individual Price Schedules, the unit prices in the latter shall prevail; and
 - (b) if there is a discrepancy between amounts in words and figures, the amounts in words shall prevail, unless the amount expressed in words is related to an error, in which case the amount in figures shall prevail subject to (a) above.
- 33.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with **ITB 33.1**, shall result in the rejection of the Bid.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.
- 35. No Margin of Preference**
- 35.1 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes.
- 36. Comparison of Financial Parts**
- 36.1 The Procuring Agency will compare the evaluated costs of the Bids to determine the Bid/s with lowest evaluated cost/s. The comparison shall be on the basis of **unit rates** quoted in accordance with **ITB 14**, plus any required Related Services, as bid in accordance with **ITB 14**. The evaluation of prices shall not take into account custom duties and other taxes levied on imported Goods and sales and similar taxes levied in connection with the sale or delivery of Goods.
- J. Evaluation of Combined Technical and Financial Parts and Notification of Intention to Conclude A Framework Agreement**
- 37. Evaluation of combined Technical and Financial Parts, Procuring Agency's Right to Accept or Reject Bids**
- 37.1 The Procuring Agency's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Procuring Agency will rank the Bids based on the evaluated Bid score (B).

- 37.2 The Procuring Agency will 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 substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.
- 37.3 The Procuring Agency reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.
- 38. Standstill Period**
- 38.1 The Framework Agreement(s) shall not be concluded 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 Procuring Agency has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 39. Notification of Intention to Conclude a Framework Agreement**
- 39.1 The Procuring Agency shall send to each Bidder (that has not already been notified that it has been unsuccessful), the Notification of Intention to Conclude a Framework Agreement(s) with the successful Bidder(s). The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder(s) submitting the successful Bid(s);
 - (b) the price(s) of the successful Bid(s), or pricing mechanism(s);
 - (c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated and technical scores;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful;
 - (e) the expiry date of the Standstill Period;

- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

K. Conclusion of a Framework Agreement

- 40. Framework Agreement Criteria**
- 40.1 This is a Closed Framework Agreement.
- 40.2 The Procuring Agency shall specify in the BDS and/or Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded.
- 41. Notification to Conclude a Framework Agreement**
- 41.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in **ITB 38.1** or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder(s), and a request to submit the completed Beneficial Ownership Disclosure Form within eight (8) Business Days of receiving the request.
- 42. No Obligation to Purchase**
- 42.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Purchaser(s) to purchase any Goods under the Framework Agreement.
- 43. Non-exclusivity**
- 43.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Goods from other suppliers who are not FA Suppliers.
- 44. Debriefing by the Procuring Agency**
- 44.1 On receipt of the Procuring Agency's Notification of Intention to Conclude a Framework Agreement(s), referred to in **ITB 39.1**, an unsuccessful Bidder has three (3) Business Days to make a written request to the Procuring Agency for a debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 44.2 Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) Business Days, unless the Procuring Agency 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 Procuring Agency shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

- 44.3 Where a request for debriefing is received by the Procuring Agency later than the three (3)-Business Day deadline, the Procuring Agency should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.
 - 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally (over the phone or video conference) or in person. The Bidders shall bear their own costs of attending such a debriefing meeting.
- 45. Signing the Framework Agreement**
- 45.1 Unless an earlier deadline is stipulated **in the BDS**, the Bidder shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.
 - 45.2 In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all participating Purchasers.
- 46. Publication of the Conclusion of Framework Agreement Notice**
- 46.1 Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s), as per **ITB 41.1**, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:
 - (a) name and address of the Procuring Agency, and if applicable, all participating Purchasers;
 - (b) name and reference number of the Framework Agreement being concluded, and the selection method used;

- (c) names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, as read out at Bid opening, and as evaluated;
 - (d) names of all Bidders whose Bids were rejected, or were not evaluated, with the reasons therefor;
 - (e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope; and
 - (f) successful Bidder's (Bidders') Beneficial Ownership Disclosure Form.
- 46.2 The Conclusion of Framework Agreement Notice shall be published on the Procuring Agency's website with free access if available, or in at least one newspaper of national circulation in the Procuring Agency's Country, or in the official gazette.
- 47. Procurement Related Complaint** 47.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**.
- L. Secondary Procurement Process for awarding a Call-off Contract**
- 48. Method and criteria for award of Call-off Contract** 48.1 The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off Contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 3, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Suppliers must continue to be qualified and eligible, and the Goods must continue to be eligible, as per the criteria stipulated in this RFB. The Purchaser may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.
- 49. Adjustment to the Base Price** 49.1 The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in the Framework Agreement.

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 **in the BDS** shall prevail over those in ITB.

A. General	
ITB 1.1 and 1.2 (p)	<p>The Procuring Agency is: Eswatini Electricity Company</p> <p>The Procuring Agency that will conclude, administer and manage the Framework Agreement, and be the sole Purchaser under the Framework Agreement.</p> <p>The reference number of the Request for Bids (RFB) is: xxxxxxxxxx</p> <p>The name of the RFB is: Procurement of Materials and Equipment for the Distribution Network to Increase Electricity Access to Households in the Kingdom of Eswatini.</p>
ITB 1.2 (l) or (t)	This Primary Procurement will conclude a Single-User Framework Agreement
ITB 1.2 (p)	<p>The Purchaser that are permitted to purchase under the Framework Agreement is:</p> <p>Eswatini Electricity Company</p> <p>Luvatsini House</p> <p>Mhlambanyatsi Road</p> <p>Mbabane</p>
ITB 1.2 (m) or (u)	<p>Multi-Supplier Framework Agreement</p> <p>This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (1)</u></p> <p>The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders 1 per lot for each range of Call-off quantities.</p> <p>The minimum number (referred to as x) is One (1).</p> <p><u>Framework Agreement panel – maximum number (x)</u></p> <p>The Purchasing Agency, will conclude Framework Agreements for each range of Call-off quantities up to a maximum number of (x) qualified bidders with</p>

	<p>substantially responsive bids.</p> <p>The maximum number (referred to as y) of Bidders that the Procuring Agency may conclude Framework Agreements with is x (x).</p>
1.2 (w)	<p>Term of Framework Agreement</p> <p>The Framework Agreement shall be for a Term of x (x) years from the commencement date stated in the Framework Agreement. The initial term may be extended by a period of two (2) years.</p>
ITB 2.1	<p>The Borrower is: The Government of The Kingdom of Eswatini (GoKE) and Eswatini Electricity Company as the Implementation Agency.</p> <p>Loan or Financing Agreement amount: US\$ 90 Million</p> <p>The name of the Project is: Accelerating Sustainable and Clean Energy Access Transformation in Eswatini (ASCENT Eswatini) Project</p>
ITB 4.1	<p>The maximum number of members in a Joint Venture (JV) shall be: Joint Ventures are permitted.</p>
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.</p>

B. Contents of the RFB Document

ITB 7.1	<p>For clarification of Bid purposes only, the Procuring Agency's address is:</p> <p>Attention: Mr. Bongani Chauke</p> <p>Address: Eluvatsini House, Mhlambanyatsi Road</p> <p>Floor/ Room number: Reception</p> <p>City: Mbabane</p> <p>ZIP Code: H100</p> <p>Country: Kingdom of Eswatini</p> <p>Telephone: +268 2409 4165</p> <p>Facsimile number: +268 2409 4001</p> <p>Email address: bongani.chauke@eec.co.sz</p> <p>Requests for clarification should be received by the Procuring Agency no later than 10 days</p> <p>before the deadline for submission of Bids.</p> <p>Web page: www.eec.co.sz</p>
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C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is <i>English</i>.</p> <p>All correspondence shall be in English</p> <p>The language for translation of supporting documents and printed literature is English.</p>
ITB 11.1 (h)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> 1. Certified copy of valid Trading license for supply of material for local bidders or equivalent for foreign bidders 2. Certificate of incorporation/or equivalent for foreign bidders 3. Certified copy of an official statement of the Directors and alternative directors (i.e. Form 'J') or owner/s in the case of unincorporated persons, or equivalent for foreign bidders 4. Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent) for incorporated persons, or equivalent for foreign bidders 5. Police Clearance Certificate for all directors of the company with certified copies of IDs 6. Original and valid Tax Compliance Certificate or equivalent for foreign bidders 7. Certified copy of Labour compliance certificate or equivalent for foreign bidders 8. Certified copy of ENPF compliance certificate or Social Security Compliance Certificate for foreign bidders. 9. Proof of payment of Tender Fee.
ITB 14.3	<p><i>Multi- Supplier FA</i></p> <p>The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the unit bid prices against the range of Call-off quantities, as specified in the Schedule of Prices.</p>
ITB 14.6	<p>The Incoterms edition that will apply to Framework Agreement Call-off Contracts is: CIP – Incoterm 2020</p>
ITB 14.7	<p>Unit Prices in the Price Schedules shall be quoted against indicative range for individual call-off quantities.</p>
14.7 a(i), (ii)	<p>Place of destination: Matsapha Central Services Operations – EEC Main Stores. Matsapha</p>
ITB 14.7 (b)(i)	<p>Named place(s) of destination, as per Incoterms used, is Matsapha Central Services Stores (CSO) – EEC Main Stores, Matsapha.</p>

ITB 15.1	The Bidder is required to quote in the currency of the Procuring Agency's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): x (x) years following acceptance of the Goods by the Purchaser under a Call-off Contract.
ITB 17.2 (a)	Manufacturer's authorization is required.
ITB 17.2 (b)	After sales service is not required since the product items will be assembled to form a completely different product – Distribution Electricity Line.
ITB 18.1	The Bid shall be valid until: for 120 days after the deadline for bid submission date.
ITB 18.3(a)	Where the Bid validity period is extended, the Bid price shall be adjusted (to determine the FA Base price) by the following factor(s): <ul style="list-style-type: none"> (1) the local currency portion of the FA Base Price shall be adjusted by a factor reflecting local inflation during the period of extension, and (2) the foreign currency portion of the FA Base Price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney: <ul style="list-style-type: none"> i) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same. ii) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder. iii) If such a copy of the Resolution does not accompany the bid document of the successful bidder, EEC reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by EEC, the bid will be disqualified.
D. Submission of Bids	
ITB 21.2	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is three (3) copies.
ITB 22.1	For Bid submission purposes only, the Procuring Agency's address is:

<p>Eswatini Electricity Company Attention: Mr. Bongani Chauke Street Address: Luvatsini House, Mhlambanyatsi Road Floor/ Room number: Reception City: Mbabane ZIP/Postal Code: H100 Country: Kingdom of Eswatini The deadline for Bid submission is: Date: xxxxxxxxxx Time: 12:00 Noon local time Bidders shall not have the option of submitting their Bids electronically.</p>							
E. Public Opening of Technical Parts of Bids							
ITB 25.1	<p>The Bid opening shall take place at: EEC Head Office Street Address: Eluvatsini House, Mhlambanyatsi Road Floor/ Room number: Reception, Cubicle 1 City: Mbabane Country: Kingdom of Eswatini Date: xxxxxxxxxx Time: xxxxxxxxxx</p>						
ITB 25.6	<p>The Letter of Bid - Technical Part and the sealed envelope marked “Second Envelope - Financial Part” shall be initialed by three (3) representatives of the Procuring Agency conducting Bid opening.</p>						
G. Evaluation of Technical Parts of Bids							
ITB 30.9	<p>The weighting to be given for Rated Criteria (including technical and non-price factors) is: xxxxxxxx</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 5px;">Technical Factor</th><th style="text-align: center; padding: 5px;">weight in percentage [insert weight in%]</th></tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">1. Previous Experience – Proof of ten (10) on time and in full deliveries of overhead line materials.</td><td style="text-align: center; padding: 5px;">x</td></tr> <tr> <td style="text-align: center; padding: 5px;">2. Manufacturers Authorisation</td><td style="text-align: center; padding: 5px;">x</td></tr> </tbody> </table>	Technical Factor	weight in percentage [insert weight in%]	1. Previous Experience – Proof of ten (10) on time and in full deliveries of overhead line materials.	x	2. Manufacturers Authorisation	x
Technical Factor	weight in percentage [insert weight in%]						
1. Previous Experience – Proof of ten (10) on time and in full deliveries of overhead line materials.	x						
2. Manufacturers Authorisation	x						

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	D3. Delivery Schedule	x
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids		
ITB 31.5	The Letter of Bid – Financial Part and the Price Schedules shall be initialed by three (3) representatives of the Procuring Agency conducting Bid opening.	
I. Evaluation of Financial Part of Bids		
ITB 32.2	<p>The consideration of other factors during the evaluation, in addition to the Bid Price quoted, include the factors set out below as more fully described in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Life cycle costs: the costs during the life of the Goods or equipment [insert “Yes” or “No”. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</p> <p>(b) The performance and productivity of the equipment offered: [Insert “Yes” or “No”. If yes, insert the Methodology and criteria]</p> <p>[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]</p>	
ITB 34.1	<p>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 Lilangeni.</p> <p>The source of exchange rate shall be The Central Bank of Eswatini.</p> <p>The date for the exchange rate shall be xxxxxxxx</p>	
J. Evaluation of Combined Technical and Financial Parts and Notification of Intention to Conclude A Framework Agreement		
ITB 37.1	The weight to be given for cost is:xxxxxxxxxxxx	
K. Conclusion of a Framework Agreement		
ITB 45	<p>Signing the Framework Agreement</p> <p>The Bidder shall sign, date and return the Framework Agreement within Fourteen (14) days of receipt of the same.</p>	
ITB 47	<p>The procedures for making a Procurement-related Complaint are detailed in Annex III of the Procurement Regulations for IPF Borrowers. If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its</p>	

<p>complaint in writing (by the quickest means available, that is either by email or fax), to:</p> <p>Mr. Bongani Chauke Procurement Manager Eswatini Electricity Company <u>bongani.chauke@eec.co.sz</u></p> <p>A copy of the complaint can be sent for the Bank's information and monitoring to: <u>procurementcomplaints@worldbank.org</u></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the Procuring Agency's Bidding Documents; and2. the Procuring Agency's decision to exclude a Bidder from the procurement process prior to the decision to conclude a Framework Agreement(s).3. the Procuring Agency's decision to conclude a Framework Agreement(s).
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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 Related Services from the following countries are excluded from this procurement process:

1. Under ITB 4.8(a) and ITB 5.1: ***NONE***
2. Under ITB 4.8(b) and ITB 5.1: ***NONE***

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); Bidders (applicants/proposers), consultants, contractors and 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.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, 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;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank’s Anti- Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or 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;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or 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.

² 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.

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

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

Estimated Schedule of Requirements- Supply of Goods.....	55
Estimated Schedule of Requirements- Related Services	113
Technical Specifications	114
Drawings	115
Inspections and Tests	116

Estimated Schedule of Requirements- Supply of Goods

Lot 1 - Distribution Transformers Technical Specifications

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months
<p>TRANSFORMER, 16KVA, 11KV/231V</p> <ul style="list-style-type: none"> • SINGLE PHASE • CERAMIC/CYCLOAOPHATIC OPEN TYPE BUSHINGS WITH 31MM/KV CREEPAGE • CONTINUOUS KVA RATING: 16KVA • VOLTAGE RATING: 11KV / 240V • TAPS: 0%, 3%, 6% (BOOST) • BIL: 95KV • NO LOSS: 49W & LOAD LOSS: 320W • FOR SINGLE POLE MOUNTING WITH SKID UNDER-BASE • LIFTING LUGS • COOLING: ONAN • INSULATION FLUID: MINERAL OIL, PCB FREE • TANK MATERIAL: MILD STEEL • COATING: C12 AVOCADO GREEN/ G35 NAVY LIGHT GREY FOR NON-CORROSIVE ENVIRONMENTS 	Each	<p>SANS 780/ IEC 60076</p> <p>SANS 1037/ SANS 60137 or SANS 61462 and SANS 60076-3</p> <p>SANS 60076-3/ SANS 60076-5</p> <p>SANS 555-2</p> <p>SANS 1091</p> <p>IEC 60085/ SANS 60317-0-1 IEC 60243-1</p>			

<ul style="list-style-type: none"> • WINDINGS MATERIAL: COPPER/ALUMINUM • WINDING INSULATION MATERIAL: RESIN AND PAPER 					
<p>TRANSFORMER, 50KVA, 11KV/415V</p> <ul style="list-style-type: none"> • VECTOR GROUP: DYN11 • CYCLOPHATIC/CERAMIC OPEN TYPE BUSHINGS WITH 31MM/KV CREEPAGE MOUNTED ON THE SIDE • CONTINUOUS KVA RATING: 50KVA • VOLTAGE RATING: 11KV / 415V • TAP SWITCH: 0%, +/-3%, +/-6% • BIL: • NO LOSS: 110W & LOAD LOSS: 880W • FOR H-FRAME POLE MOUNTING WITH SKID UNDER-BASE • EXTERIOR COATING PREPARED FOR USE IN NON-CORROSIVE ENVIRONMENTS • LIFTING LUGS • COOLING: ONAN • INSULATION FLUID: MINERAL OIL, PCB FREE • TANK MATERIAL: MILD STEEL • COATING: C12 AVOCADO GREEN/ G35 NAVY LIGHT GREY FOR NON-CORROSIVE ENVIRONMENTS • WINDINGS MATERIAL: COPPER/ALUMINUM 	Each	<p>SANS 780/ IEC 60076</p> <p>SANS 1037/ SANS 60137 or SANS 61462 and SANS 60076-3</p> <p>SANS 60076-3/ SANS 60076-5</p> <p>SANS 555-2</p> <p>SANS 1091</p> <p>IEC 60085/ SANS 60317-0-1</p> <p>IEC 60243-1</p>			

• WINDING INSULATION MATERIAL: RESIN AND PAPER					
TRANSFORMER, 100KVA, 11KV/415V <ul style="list-style-type: none"> • VECTOR GROUP: DYN11 • CYCLOAPHATIC/CERAMIC OPEN TYPE BUSHINGS WITH 31MM/KV CREEPAGE MOUNTED ON THE SIDE • CONTINUOUS KVA RATING: 100KVA • VOLTAGE RATING: 11KV / 415V • TAP SWITCH: 0%, +/-3%, +/-6% • BIL: • NO LOSS: 190W & LOAD LOSS: 1500W • FOR H-FRAME POLE MOUNTING WITH SKID UNDER-BASE • EXTERIOR COATING PREPARED FOR USE IN NON-CORROSIVE ENVIRONMENTS • LIFTING LUGS • COOLING: ONAN • INSULATION FLUID: MINERAL OIL, PCB FREE • TANK MATERIAL: MILD STEEL • COATING: C12 AVOCADO GREEN/ G35 NAVY LIGHT GREY FOR NON-CORROSIVE ENVIRONMENTS • WINDINGS MATERIAL: COPPER/ALUMINUM 	Each	SANS 780/ IEC 60076 SANS 1037/ SANS 60137 or SANS 61462 and SANS 60076-3 SANS 60076-3/ SANS 60076-5 SANS 555-2 SANS 1091 IEC 60085/ SANS 60317-0-1 IEC 60243-1			

• WINDING INSULATION MATERIAL: RESIN AND PAPER					
TRANSFORMER, 200KVA, 11KV/415V <ul style="list-style-type: none"> • VECTOR GROUP: DYN11 • CYCLOAHPATIC/CERAMIC OPEN TYPE BUSHINGS WITH 31MM/KV CREEPAGE MOUNTED ON THE SIDE • CONTINUOUS KVA RATING: 200KVA • VOLTAGE RATING: 11KV / 415V • TAP SWITCH: 0%, +/-3%, +/-6% • BIL: • NO LOSS: 320W & LOAD LOSS: 2600W • FOR PLATFORM POLE MOUNTING WITH SKID UNDER-BASE • EXTERIOR COATING PREPARED FOR USE IN NON-CORROSIVE ENVIRONMENTS • SUPPLIED WITH LV FLAGS WITH 2 HOLES FITTED WITH A M12X40MM BOLT ASSEMBLY (SET SCREWS), 2X FLAT WASHERS AND 2X HEX NUTS EACH • LIFTING LUGS • COOLING: ONAN • INSULATION FLUID: MINERAL OIL, PCB FREE • TANK MATERIAL: MILD STEEL 	Each	SANS 780/ IEC 60076 SANS 1037/ SANS 60137 or SANS 61462 and SANS 60076-3 SANS 60076-3/ SANS 60076-5 SANS 555-2 SANS 1091 IEC 60085/ SANS 60317-0-1 IEC 60243-1			

<ul style="list-style-type: none"> • COATING: C12 AVOCADO GREEN/ G35 NAVY LIGHT GREY FOR NON-CORROSIVE ENVIRONMENTS • WINDINGS MATERIAL: COPPER/ALUMINUM • WINDING INSULATION MATERIAL: RESIN AND PAPER 					
<p>TRANSFORMER, 315KVA, 11KV/415V</p> <ul style="list-style-type: none"> • VECTOR GROUP: DYN11 • CYCLOPHASIC/CERAMIC OPEN TYPE BUSHINGS WITH 31MM/KV CREEPAGE MOUNTED ON THE SIDE • CONTINUOUS KVA RATING: 315KVA • VOLTAGE RATING: 11KV / 415V • TAP SWITCH: 0%, +/-3%, +/-6% • BIL: • NO LOSS: 450W & LOAD LOSS: 3600W • FOR H-FRAME POLE MOUNTING • EXTERIOR COATING PREPARED FOR USE IN NON-CORROSIVE ENVIRONMENTS • SUPPLIED WITH LV FLAGS WITH 2 HOLES FITTED WITH A M12X40MM BOLT ASSEMBLY (SET SCREWS),2X FLAT WASHERS AND 2X HEX NUTS EACH • LIFTING LUGS • COOLING: ONAN 	Each	<p>SANS 780/ IEC 60076</p> <p>SANS 1037/ SANS 60137 or SANS 61462 and SANS 60076-3</p> <p>SANS 60076-3/ SANS 60076-5</p> <p>SANS 555-2</p> <p>SANS 1091</p> <p>IEC 60085/ SANS 60317-0-1</p> <p>IEC 60243-1</p>			

<ul style="list-style-type: none"> • INSULATION FLUID: MINERAL OIL, PCB FREE • TANK MATERIAL: MILD STEEL • COATING: C12 AVOCADO GREEN/ G35 NAVY LIGHT GREY FOR NON-CORROSIVE ENVIRONMENTS • WINDINGS MATERIAL: COPPER/ALUMINUM • WINDING INSULATION MATERIAL: RESIN AND PAPER 				
TRANSFORMER, 500KVA, 11KV/415V <ul style="list-style-type: none"> • VECTOR GROUP: DYN11 • CYCLOPHASIC/CERAMIC OPEN TYPE BUSHINGS WITH 31MM/KV CREEPAGE MOUNTED ON THE SIDE • CONTINUOUS KVA RATING: 500KVA • VOLTAGE RATING: 11KV / 415V • TAP SWITCH: 0%, +/-3%, +/-6% • BIL: • NO LOSS: 630W & LOAD LOSS: 5200W • FOR PLATFORM MOUNTING WITH JACKING PADS • SUPPLIED SURGE ARRESTER BRACKETS AND EARTHING TERMINAL • SUPPLIED WITH LV FLAGS WITH 2 HOLES FITTED WITH A M12X40MM BOLT ASSEMBLY (SET SCREWS),2X 	Each	SANS 780/ IEC 60076 SANS 1037/ SANS 60137 or SANS 61462 and SANS 60076-3 SANS 60076-3/ SANS 60076-5 SANS 555-2 SANS 1091 IEC 60085/ SANS 60317-0-1 IEC 60243-1		

FLAT WASHERS AND 2X HEX NUTS EACH <ul style="list-style-type: none"> • LIFTING LUGS • COOLING: ONAN • INSULATION FLUID: MINERAL OIL, PCB FREE • TANK MATERIAL: MILD STEEL • COATING: C12 AVOCADO GREEN/ G35 NAVY LIGHT GREY FOR NON-CORROSIVE ENVIRONMENTS • WINDINGS MATERIAL: COPPER/ALUMINUM • WINDING INSULATION MATERIAL: RESIN AND PAPER 				
TRANSFORMER, 630KVA, 11KV/415V <ul style="list-style-type: none"> • VECTOR GROUP: DYN11 • CYCLOPHATIC/CERAMIC OPEN TYPE BUSHINGS WITH 31MM/KV CREEPAGE MOUNTED ON THE SIDE • CONTINUOUS KVA RATING: 630KVA • VOLTAGE RATING: 11KV / 415V • TAP SWITCH: 0%, +/-3%, +/-6% • BIL: 95KV • NO LOSS: 750W & LOAD LOSS: 6200W • FOR PLATFORM MOUNTING WITH JACKING PADS • SUPPLIED SURGE ARRESTER BRACKETS 	Each	SANS 780/ IEC 60076 SANS 1037/ SANS 60137 or SANS 61462 and SANS 60076-3 SANS 60076-3/ SANS 60076-5 SANS 555-2 SANS 1091		

<ul style="list-style-type: none"> • SUPPLIED WITH LV FLAGS WITH 2 HOLES FITTED WITH A M12X40MM BOLT ASSEMBLY (SET SCREWS), 2X FLAT WASHERS AND 2X HEX NUTS EACH • LIFTING LUGS • COOLING: ONAN • INSULATION FLUID: MINERAL OIL, PCB FREE • TANK MATERIAL: MILD STEEL • COATING: C12 AVOCADO GREEN/ G35 NAVY LIGHT GREY FOR NON-CORROSIVE ENVIRONMENTS • WINDINGS MATERIAL: COPPER/ALUMINUM • WINDING INSULATION MATERIAL: RESIN AND PAPER 		IEC 60085/ SANS 60317-0-1 IEC 60243-1			
TRANSFORMER, 800KVA, 11KV/415V <ul style="list-style-type: none"> • VECTOR GROUP: DYN11 • CYCLOPHASIC/CERAMIC OPEN TYPE BUSHINGS WITH 31MM/KV CREEPAGE MOUNTED ON THE SIDE • CONTINUOUS KVA RATING: 800KVA • VOLTAGE RATING: 11KV / 415V • TAP SWITCH: 0%, +/-3%, +/-6% • BIL: • NO LOSS: 900W & LOAD LOSS: 7500W 	Each	SANS 780/ IEC 60076 SANS 1037/ SANS 60137 or SANS 61462 and SANS 60076-3 SANS 60076-3/ SANS 60076-5 SANS 555-2			

<ul style="list-style-type: none">• FOR PLATFORM MOUNTING WITH JACKING PADS• EXTERIOR COATING PREPARED FOR USE IN NON-CORROSIVE ENVIRONMENTS• SUPPLIED WITH LV FLAGS WITH 2 HOLES FITTED WITH A M12X40MM BOLT ASSEMBLY (SET SCREWS),2X FLAT WASHERS AND 2X HEX NUTS EACH• LIFTING LUGS• COOLING: ONAN• INSULATION FLUID: MINERAL OIL, PCB FREE• TANK MATERIAL: MILD STEEL• COATING: C12 AVOCADO GREEN/ G35 NAVY LIGHT GREY FOR NON-CORROSIVE ENVIRONMENTS• WINDINGS MATERIAL: COPPER/ALUMINUM• WINDING INSULATION MATERIAL: RESIN AND PAPER	<p>SANS 1091 IEC 60085/ SANS 60317-0-1 IEC 60243-1</p>		
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Lot 2 – Minisubs and Ring Main Units Technical Specifications

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
SET OF UNIT-TO-UNIT BUSBARS; FOR RING MAIN UNIT EXTENSIBLE SWITCHES	Each	SANS 1874				
MINISUB; MINISUB 315KVA 11000/400V MINISUB WITH RMU	Each	SANS 1874				
MINISUB; MINISUB 400KVA 11000/400V MINISUB WITH RMU	Each	SANS 1874				
MINISUB; MINISUB 500KVA 11000/400V MINISUB WITH RMU	Each	SANS 1874				
MINISUB; MINISUB 630KVA 11000/400V MINISUB WITH RMU	Each	SANS 1874				
MINISUB; MINISUB 800KVA 11000/400V MINISUB WITH RMU	Each	SANS 1874				
RMU BUSBARS END BOXES OR COVERS; FOR RING MAIN UNIT EXTENSIBLE SWITCHES	Each	SANS 1874				
K1 RING MAIN UNIT 12KV OUTDOOR; UNFUSED OIL SWITCH, PEDESTALED WITH	Each	SANS 1874				

OPERATING HANDLE, OIL TINS.						
K1AF RING MAIN UNIT 12KV OUTDOOR; ALSTOM TYPE FUSED OIL SWITCH, PEDESTALLED WITH OPERATING HANDLE	Each	SANS 1874				
K1 UNFUSED ISOLATOR RING MAIN UNIT; EXTENSIBLE OIL FUSE SWITCH FUSE, 12KV SUITABLE FOR OUTDOOR INLAND USE.	Each	SANS 1874				
RING MAIN UNIT K4/AF; RMU NON-EXTENSIBLE OIL SWITCH FUSE AND ISOLATOR RMU 12KV,50Hz,630A CURRENT RATING TO BOTH SWITCH AND BUSBAR TO IEC 60420 (1990)	Each	SANS 60439				
RING MAIN UNIT; RING MAIN UNIT EXTENSIBLE SINGLE FUSED SWITCH T1/OF [GEC] X1F	Each	SANS 1874				

Lot 3 – Underground Cables and terminations Technical Specifications

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
16-35MM ² O/D TERMINATION KIT; 16-35MM ² O/D TERMINATION KIT 11KV XLPE X16-35MM ² OUTDOOR X 650MM TAIL	Each	SANS 10198				500 000.00
50-95MM ² O/D TERMINATION KIT; 50-95MM ² O/D TERMINATION KIT XLPE 11KV OUTDOOR TERMINATION KIT HEAT SHRINK TYPE 675 MM TAIL LENGTH TO BE EITHER SIGMAFORM OR 3M	Each	SANS 10198				
95-120MM ² O/D TERMINATION KIT; 95-120MM ² O/D TERMINATION KIT 11KV XLPE OUTDOOR TERM. KIT HEAT SHRINK TYPE 675MM TAIL LENGTH TO BE EITHER SIGMAFORM OR 3M.	Each	SANS 10198				
16-35MM ² I/D TERMINATION KIT; 16-35MM ² I/D TERMINATION KIT XLPE INDOOR TERM. KIT HEAT SHRINK TYPE 450MM TAIL LENGTH TO BE EITHER SIGMAFORM OR 3M	Meter	SANS 10198				
50-95MM ² I/D TERMINATION KIT; 50-95MM ² I/D TERMINATION KIT XLPE 11KV INDOOR TERMINATION KIT HEAT SHRINK TYPE 450MM TAIL LENGTH TO BE EITHER SIGMAFORM OR 3M.	Each	SANS 10198				

95-120MM ² I/D TERMINATION KIT; 95-120MM ² I/D TERMINATION KIT 11KV X95-120MM ² INDOOR HEAT SHRINK TYPE 450MM TAIL	Each	SANS 10198				
12 CORE CABLE, 2.5MM AMOURMED CABLE; 12 CORE CABLE, 2.5MM AMOURMED; UNDERGORUND CABLE	Meter	SANS1507-4				
JOINTING KIT 95MM ² ; JOINTING KIT 95MM ² , STRAIGHT THROUGH JOINT, 11KV ; PACKED IN A BOX, NRS053/SANS1332	Each	SANS1332				
JOINTING KIT 120MM ² ; JOINTING KIT 120MM ² , STRAIGHT THROUGH JOINTING KIT; 1 PACKED IN A BOX, NRS053/SANS1332	Each	SANS1332				
JOINTING KIT 16-35MM ² STRAIGHT JOINT,; JOINTING KIT 16-35MM ² STRAIGHT JOINT,; XLPE CABLE, SANS 10142-1	Each					
CABLE, 600/1000V PVC 16MM ² , 2C • CONDUCTOR: 16MM ² 2-CORE STRANDED PLAIN ANNEALED CIRCULAR COMPACTED COPPER • CONDUCTOR INSULATION: PVC	Meter	SANS1507-4 BS6622				

8 million

<ul style="list-style-type: none">• COVERING: PVC OUTER SHEATH• RATING: 600/1000 V• ARMOURING: STEEL WIRE ARMoured• MARKINGS: EMBOSSED LABEL ON OUTER SHEET BEARING MANUFACTURER'S NAME, YEAR OF MANUFACTURE, VOLTAGE GRADE, CABLE SIZE AND CERTIFICATION MARK• PACKAGING: 500M DRUM• APPLICATION: SUITABLE FOR POWER TRANSMISSION OUTDOORS AND UNDERGROUND					
CABLE, 600/1000V PVC 16MM ² , 4C <ul style="list-style-type: none">• CONDUCTOR: 16MM² 4-CORE STRANDED PLAIN ANNEALED CIRCULAR COMPACTED COPPER• CONDUCTOR INSULATION: PVC• COVERING: PVC OUTER SHEATH• RATING: 600/1000 V• ARMOURING: STEEL WIRE ARMoured	Meter	SANS1507-4			

<ul style="list-style-type: none">• MARKINGS: EMBOSSED LABEL ON OUTER SHEET BEARING MANUFACTURER'S NAME, YEAR OF MANUFACTURE, VOLTAGE GRADE, CABLE SIZE AND CERTIFICATION MARK• PACKAGING: 500M DRUM• APPLICATION: SUITABLE FOR POWER TRANSMISSION OUTDOORS AND UNDERGROUND						
CABLE, 600/1000V PVC 35MM ² , 4C <ul style="list-style-type: none">• CONDUCTOR: 35MM² 4-CORE STRANDED PLAIN ANNEALED CIRCULAR COMPACTED COPPER• CONDUCTOR INSULATION: PVC• COVERING: PVC OUTER SHEATH• RATING: 600/1000 V• ARMOURING: STEEL WIRE ARMOURED• MARKINGS: EMBOSSED LABEL ON OUTER SHEET BEARING MANUFACTURER'S NAME, YEAR OF MANUFACTURE, VOLTAGE	Meter	SANS1507-4				

GRADE, CABLE SIZE AND CERTIFICATION MARK • PACKAGING: 500M DRUM • APPLICATION: SUITABLE FOR POWER TRANSMISSION OUTDOORS AND UNDERGROUND						
CABLE, 600/1000V PVC 95MM ² , 4C • CONDUCTOR: 95MM ² 4-CORE STRANDED PLAIN ANNEALED CIRCULAR COMPACTED COPPER • CONDUCTOR INSULATION: PVC • COVERING: PVC OUTER SHEATH • RATING: 600/1000 V • ARMOURING: STEEL WIRE ARMOURED • MARKINGS: EMBOSSED LABEL ON OUTER SHEET BEARING MANUFACTURER'S NAME, YEAR OF MANUFACTURE, VOLTAGE GRADE, CABLE SIZE AND CERTIFICATION MARK • PACKAGING: 300M DRUM • APPLICATION: SUITABLE FOR POWER TRANSMISSION	Meter	SANS1507-4				

OUTDOORS AND UNDERGROUND						
CABLE, 600/1000V PVC 70MM ² , 4C <ul style="list-style-type: none"> CONDUCTOR: 70MM² 4-CORE STRANDED PLAIN ANNEALED CIRCULAR COMPACTED COPPER CONDUCTOR INSULATION: PVC COVERING: PVC OUTER SHEATH RATING: 600/1000 V ARMOURING: STEEL WIRE ARMOURED MARKINGS: EMBOSSED LABEL ON OUTER SHEET BEARING MANUFACTURER'S NAME, YEAR OF MANUFACTURE, VOLTAGE GRADE, CABLE SIZE AND CERTIFICATION MARK PACKAGING: 300M DRUM APPLICATION: SUITABLE FOR POWER TRANSMISSION OUTDOORS AND UNDERGROUND 	Meter	SANS1507-4				
CABLE, 11KV XLPE 35MM ² , 3C	Meter	SANS1507-4 SANS 1339 SANS 1411- 2 SANS 1411-4				

<ul style="list-style-type: none">• INSULATION: XLPE (CROSS LINKED POLYETHYLENE) TYPE A• CONDUCTOR: 35MM² 3-CORE STRANDED PLAIN ANNEALED CIRCULAR COMPACTED COPPER• SCREEN: SEMI-CONDUCTING LAYER WITH A COPPER TAPE SCREEN COVERING EACH CORE• INNER/OUTER SHEATH: PVC UV STABILISED• AMOURING: STEEL WIRE ARMOURED (SWA)• CORE IDENTIFICATION: COLOURED TAPE BLACK, BROWN AND GREY• RATING: 6350/11000V• MARKINGS: EMBOSSED LABEL ON OUTER SHEET BEARING MANUFACTURER'S NAME, YEAR OF MANUFACTURE, VOLTAGE GRADE, CABLE SIZE AND CERTIFICATION MARK• PACKAGING: 300M DRUM	BS6622				
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<ul style="list-style-type: none"> • APPLICATION: SUITABLE FOR POWER TRANSMISSION OUTDOORS AND UNDERGROUND 						
CABLE, 11KV XLPE 95MM ² , 3C <ul style="list-style-type: none"> • INSULATION: XLPE (CROSS LINKED POLYETHYLENE) TYPE A • CONDUCTOR: 35MM² 3-CORE STRANDED PLAIN ANNEALED CIRCULAR COMPACTED COPPER • SCREEN: SEMI-CONDUCTING LAYER WITH A COPPER TAPE SCREEN COVERING EACH CORE • INNER/OUTER SHEATH: PVC UV STABILISED • ARMOURING: STEEL WIRE ARMOURED (SWA) • CORE IDENTIFICATION: COLOURED TAPE BLACK, BROWN AND GREY • RATING: 6350/11000V • MARKINGS: EMBOSSED LABEL ON OUTER SHEET BEARING MANUFACTURER'S 	Meter		SANS1507-4 SANS 1339 SANS 1411- 2 SANS 1411-4			

NAME, YEAR OF MANUFACTURE, VOLTAGE GRADE, CABLE SIZE AND CERTIFICATION MARK • PACKAGING: 300M DRUM • APPLICATION: SUITABLE FOR POWER TRANSMISSION OUTDOORS AND UNDERGROUND					
CABLE, 11KV XLPE 120MM ² , 3C • INSULATION: XLPE (CROSS LINKED POLYETHYLENE) TYPE A • CONDUCTOR: 120MM ² 3-CORE STRANDED PLAIN ANNEALED CIRCULAR COMPACTED COPPER • SCREEN: SEMI-CONDUCTING LAYER WITH A COPPER TAPE SCREEN COVERING EACH CORE • INNER/OUTER SHEATH: PVC UV STABILISED • ARMOURING: STEEL WIRE ARMOURED (SWA)	Meter	SANS1507-4 SANS 1339 SANS 1411- 2 SANS 1411-4			

<ul style="list-style-type: none"> • CORE IDENTIFICATION: COLOURED TAPE BLACK, BROWN AND GREY • RATING: 6350/11000V • MARKINGS: EMBOSSED LABEL ON OUTER SHEET BEARING MANUFACTURER'S NAME, YEAR OF MANUFACTURE, VOLTAGE GRADE, CABLE SIZE AND CERTIFICATION MARK • PACKAGING: 300M DRUM • APPLICATION: SUITABLE FOR POWER TRANSMISSION OUTDOORS AND UNDERGROUND 					
CABLE, 11KV XLPE 185MM ² , 3C <ul style="list-style-type: none"> • INSULATION: XLPE (CROSS LINKED POLYETHYLENE) TYPE A • CONDUCTOR: 120MM² 3-CORE STRANDED PLAIN ANNEALED CIRCULAR COMPACTED COPPER • SCREEN: SEMI-CONDUCTING LAYER WITH A COPPER TAPE 	Meter	SANS1507-4 SANS 1339 SANS 1411- 2 SANS 1411-4			

SCREEN COVERING EACH CORE • INNER/OUTER SHEATH: PVC UV STABILISED • ARMOURING: STEEL WIRE ARMOURED (SWA) • CORE IDENTIFICATION: COLOURED TAPE BLACK, BROWN AND GREY • RATING: 6350/11000V • MARKINGS: EMBOSSED LABEL ON OUTER SHEET BEARING MANUFACTURER'S NAME, YEAR OF MANUFACTURE, VOLTAGE GRADE, CABLE SIZE AND CERTIFICATION MARK • PACKAGING: 300M DRUM • APPLICATION: SUITABLE FOR POWER TRANSMISSION OUTDOORS AND UNDERGROUND						
AIRDAC-SNE-10MM WITH COMMS; AIRDAC CIRCULAR STRANDED HARD DRAWN COMPACTED CU. PHASE 10MMSQ. XLPE INSULATED WITH CONCENTRICALLY ARRANGED IDENTIFIED NEUTRAL AND...	Meter					2 million

ANTI-THEFT AIRDAC, SERVICES CONNECTION CABLE 2-CORE CNE 16 MM2, 60 AMPS COPPER CLAD ALUMINIUM ALLOY, CCAA, ANTI THEFT CIRCULATIONS STRANDED HARD DRAWN TINNED PHASE CORE XLPE, INSULATED WITH CONCENTRICALLY ARRANGED EARTH, 1000M PER WOODEN DRUM	Meter					2 Million
40% COPPER CLAD STEEL, 35MM X 7/9.36MM EARTHING CONDUCTOR METALLURGICALLY BONDED 2000M PER WOODEN CABLE DRUM, NRS102:2014	Meter					5 million
40% COPPER CLAD STEEL, 35MM X 7/9.36MM EARTHING CONDUCTOR METALLURGICALLY BONDED 2000M PER WOODEN CABLE DRUM, PVC INSULATED NRS102:2014	Meter					5 Million

Lot 4 – Metering Technical Specifications

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
METER CIU WITH ANTENNA (CONLOG); RADIO FREQUENCY	Each	SANS 1524-4				2 million

AREALS(SHARKS). ; USED ON 5876 CONLOG METERS.						
METER METER SINGLE PHASE; METER SINGLE PHASE 220/250V 20-80AMP 230V AC 50Hz CLASS 2 CERTIFIED H10 KWH .	Each	SANS 1524-4				
METER CIU; SINGLE/ THREE PHASE SPLIT METER USER INTERFACE (C.I.U)	Each	SANS 1524-4				
METER 3PH 4W NUMERICAL PROGRAMMABLE; 3 PHASE 4 WIRE 220/380V, 3 X 5 AMP NUMERICAL PROGRAMMABLE WITH MD, LOAD PROFILING AND EXTENDED MEMORY. CLASS 1 (ELSTER...)	Each	SANS 1524-4				
METER 3PH 3W, NUMERICAL PROGRAMMABLE; 5AMP, 240 VOLTS, 3 PHASE 4 WIRE 220/380V, 3 X 5 AMP NUMERICAL PROGRAMMABLE METER; WITH MD, ZMD LANDIS & GYR, CLASS 0.2	Each	SANS 1524-4				
METER ANALOG WITHOUT MD; POSTPAID METER, 20-100A 3P 4W 220V KWH METER CLASS 2.ANALOG WITHOUT MD	Each	SANS 1524-4				
METER 1PH 2W PREPAID CLASS 2 FREQUENCY; SINGLE PHASE SPLIT PRE-PAID 2 WIRE RATING 230V ,20-60A CLASS 2 FREQUENCY 50 HZ STS COMPLIANT	Each	SANS 1524-4				

METER 3PH 4W CLASS 2 FREQUENCY; THREE PHASE SPLIT METER 4 WIRE 400 V, 40-100 AMPS CLASS 2 FREQUENCY 50Hz STS COMPLIANT	Each	SANS 1524-4				
ALL SMART METERS SPECS						

Lot 5 – LV MCBs and LV Fuses Technical Specifications

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
MINIATURE CIRCUIT BREAKER, 230V, 20A 5KA <ul style="list-style-type: none"> • RATED CURRENT: 20A, • RATED VOLTAGE: 230V • RATED INTERRUPTING CAPACITY AT 240V A.C: 5KA - SINGLE POLE • OPERATING MECHANISM: HYDRAULIC MAGNETIC • TRIPPING CURVE: SLOW INSTANTANEOUS CURVE D/ CURVE 1 SUITABLE FOR ISOLATION 	Each	SANS 556-1 SANS 60947-2				

<ul style="list-style-type: none"> • DIN RAIL MOUNTED <p>NO EXPOSED LIVE PARTS AND SHALL COMPLY WITH 8.2 OF IEC 60898</p>						
<p>MINIATURE CIRCUIT BREAKER, 230V, 40A 5KA</p> <ul style="list-style-type: none"> • RATED CURRENT: 40A, • RATED VOLTAGE: 230V • RATED INTERRUPTING CAPACITY AT 240V A.C: 5KA - SINGLE POLE • OPERATING MECHANISM: HYDRAULIC MAGNETIC • TRIPPING CURVE: SLOW INSTANTANEOUS CURVE D/ CURVE 1 SUITABLE FOR ISOLATION • DIN RAIL MOUNTED <p>NO EXPOSED LIVE PARTS AND SHALL COMPLY WITH 8.2 OF IEC 60898</p>	Each	SANS 556-1 SANS 60947-2				300 000.00
<p>MINIATURE CIRCUIT BREAKER, 230V, 80A 5KA</p> <ul style="list-style-type: none"> • RATED CURRENT: 80A, • RATED VOLTAGE: 230V • RATED INTERRUPTING CAPACITY AT 240V A.C: 5KA - SINGLE POLE 	Each	SANS 556-1 SANS 60947-2				

<ul style="list-style-type: none"> • OPERATING MECHANISM: HYDRAULIC MAGNETIC • TRIPPING CURVE: SLOW INSTANTANEOUS CURVE D/ CURVE 1 SUITABLE FOR ISOLATION • DIN RAIL MOUNTED • NO EXPOSED LIVE PARTS AND SHALL COMPLY WITH 8.2 OF IEC 60898 					
LT FUSE 80A, 500V, 120KA <ul style="list-style-type: none"> • VOLTAGE RATING: 500V • FAULT CURRENT: 120KA • CONTACTS: LOW POWER LOSS NH KNIFE EDGE TYPE P/C FREE FROM LEAD AND CADMIUM • ARC-EXTINGUISHING MEDIUM: QUARTZ SAND • FUSE LINH: HIGH RAPTURE CURRENT (HRC) • CASING: GOOD QUALITY HIGH STRENGTH CERAMIC MATERIAL 	Each	VDE 0636 IEC 269 SANS IEC 60269-1-5 DIN 43600 DIN 43620			
LT FUSE 100A, 500V, 120KA <ul style="list-style-type: none"> • VOLTAGE RATING: 500V • FAULT CURRENT: 120KA 	Each	VDE 0636 IEC 269 SANS IEC 60269-1-5 DIN 43600 DIN 43620			

<ul style="list-style-type: none"> • CONTACTS: LOW POWER LOSS NH1 KNIFE EDGE TYPE P/C FREE FROM LEAD AND CADMIUM • ARC-EXTINGUISHING MEDIUM: QUARTZ SAND • FUSE LINK: HIGH RAPTURE CURRENT (HRC) • CASING: GOOD QUALITY HIGH STRENGTH CERAMIC MATERIAL 						
LT FUSE 160A, 500V, 120KA <ul style="list-style-type: none"> • VOLTAGE RATING: 500V • FAULT CURRENT: 120KA • CONTACTS: LOW POWER LOSS NH1 KNIFE EDGE TYPE P/C FREE FROM LEAD AND CADMIUM • ARC-EXTINGUISHING MEDIUM: QUARTZ SAND • FUSE LINH: HIGH RAPTURE CURRENT (HRC) • CASING: GOOD QUALITY HIGH STRENGTH CERAMIC MATERIAL 	Each	VDE 0636 IEC 269 SANS IEC 60269-1-5 DIN 43600 DIN 43620				
LT FUSE 200A, 500V, 120KA <ul style="list-style-type: none"> • VOLTAGE RATING: 500V • FAULT CURRENT: 120KA 	Each	VDE 0636 IEC 269 SANS IEC 60269-1-5				

<ul style="list-style-type: none"> • CONTACTS: LOW POWER LOSS NH1 KNIFE EDGE TYPE P/C FREE FROM LEAD AND CADMIUM • ARC-EXTINGUISHING MEDIUM: QUARTZ SAND • FUSE LINH: HIGH RAPTURE CURRENT (HRC) • CASING: GOOD QUALITY HIGH STRENGTH CERAMIC MATERIAL 		DIN 43600 DIN 43620				
LT FUSE 315A, 500V, 120KA <ul style="list-style-type: none"> • VOLTAGE RATING: 500V • FAULT CURRENT: 120KA • CONTACTS: LOW POWER LOSS NH1 KNIFE EDGE TYPE P/C FREE FROM LEAD AND CADMIUM • ARC-EXTINGUISHING MEDIUM: QUARTZ SAND • FUSE LINH: HIGH RAPTURE CURRENT (HRC) • CASING: GOOD QUALITY HIGH STRENGTH CERAMIC MATERIAL 	Each	VDE 0636 IEC 269 SANS IEC 60269-1-5 DIN 43600 DIN 43620				
FUSE BASE, 250AMPS FOR LV FUSES; NH0- NH3 FOR LT FUSES; 3	Each	IEC60269				

UNITS PER BOX, 36 UNITS PER; MAIN BOX						
80A ABC LV FUSE, NH000 GG 80A/500V (NH TYPE FUSES); USED WITH THE IP RATED FUSE HOLDER FOR LV ABC NETWORK	Each	IEC60269				
100A ABC LV FUSE, NH000 GG 100A/500V (NH TYPE FUSES); USED WITH THE IP RATED FUSE HOLDER FOR LV ABC NETWORK.	Each	IEC60269				
125A ABC LV FUSE; 125A ABC LV FUSE, NH000 GG 100A/500V (NH TYPE FUSES); ; USED WITH THE IP RATED FUSE HOLDER FOR LV ABC NETWORK.	Each	IEC60269				
160A ABC LV FUSE; 160A ABC LV FUSE, NH000 GG 160A/500V (NH TYPE FUSES); ; USED WITH THE IP RATED FUSE HOLDER FOR LV ABC NETWORK.	Each	IEC60269				
IP RATED FUSE HOLDER; USED IN ABC NETWORK TO CONNECT 'NH' TYPE OF FUSES: DESIGNED FOR FULL LOAD SWITCHING WITH FUSE LINKS DISCONNECTOR BLADES UP TO A RATED CURRENT; FULLY INSULATED, CORROSION PROOF, WEATHER	Each	SANS 60947-3				

AND UV RESISTANT; FIBERGLASS REINFORCED						
90 DEGREES ANGLE BRACKET; 40MM X 505MM; 185MM SAP 0165097; COMPLETE WITH 2 X M16 X 350MM THREADED RODS WITH 1 X M16 CURVED WASHERS, 2 X M16 ROUND WASHERS, AND 4 X M16 HEX NUTS; MATERIAL GRADE S355JR HOT DIPPED GALVANIZED; CORROSION RESISTANT; MUST	Each	SANS 121/ SANS 1700				

Lot 6 – Bolts, Nuts and Washers Technical Specifications

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
D BRACKET 120 X 50 X 91MM, LV, TYPE S05, C/W BOLT & NUT	Each	SANS 50025/EN 10025-2 SANS 121 SANS/IEC 61284				

<ul style="list-style-type: none"> • BRACKET: SUITABLE FOR S1 AND S 0.5 SIZE LV SHACKLE INSULATOR • SUPPLIED WITH GRADE GALVANISED STEEL 4.8 HEX. M16 X 125 MM BOLT WITH THREADED LENGTH 52MM AND ONE HEX NUT (17.5MM DIAMETER HOLE) • MATERIAL GRADE: S355JR/350WA STEEL (HOT DIPPED GALVANIZED) • MATERIAL DIMENSIONS: 50MM WIDE X 6MM THICK • ALL MATERIALS TO BE PACKAGED AS A UNIT; 50 UNITS PER HEAVY DUTY BOX. 					
M16 GALVANIZED NUT; M16 GALVANIZED NUT; SANS 121 TO CONFORM WITH SANS 1700	Each	SANS 121/ SANS 1700			
M16 GALVANISED FLAT WASHERS; M16 GALVANISED FLAT WASHERS	Each	SANS 121/ SANS 1700			
M16X300MM BOLT AND NUTS, C/W 2 WASHERS & 2 NUTS THREADING 200MM, GALV. TO SANS 121 TO CONFORM WITH SANS 1700. 20 UNITS PER SACK	Each	SANS 1700			

EYEBOLT, M20X300MM, 200MM THREAD GALVANISED TO SANS 121 SUPPLIED WITH 2 x CURVED WASHERS, 2 x FLAT ROUND WASHERS, 1 x SPRING WASHER & 2 x HEX NUTS. 20 UNITS PER HEAVY DUTY SACK	Each	SANS 1700			
EYENUT M20 X 2.5-6H BOLT, GALVANISED MILD STEEL, TENSILE STRENGTH - 70KN, SANS 121, 20 UNITS PER HEAVY DUTY BOX	Each	SANS 1700			
TOWER HOOK; TOWER HOOK TYPE VC21 TOWER HOOK 16MM BALL MATERIAL MALLEABLE CAST&FORGED STEEL TO SABS 178 &GALV. TO SABS 763.	Each	SANS 61284/SANS 60120			
THIMBLE SOCKET 11KV; THIMBLE SOCKET 11KV, 70KN - W CLIP TYPE TS70 INSULATION MATERIAL MALLEABLE CAST IRON TO SANS 464 & GALVANISED TO SANS 121, 20 UNITS PER BOX	Each	SANS 1700			
PIN SPINDLES 11KV THREADED 150MM, 250MM SHANK LENGTH. LEAD FORGED STEEL HEAD 25.4MM DIAMETER HEAD TO SANS 121 COMPLETE WITH 1 SPRING WASHER AND 2 NUTS. 20 PER HEAVY DUTY BOX	Each	SANS 1700			
BOLT & NUT M20 X 300MM BOLT & NUT M20 X 300MM X 200MM GALV. TO SABS 763 TO CONFORM WITH SABS 135	Each	SANS 1700			

BOLT& NUT M20X250MM BOLT& NUT, M20X250MM C/W 2 WASHERS THREADED 150MM ON ONE END, GALV. TO SABS 763 TO CONFORM WITH SABS 135.	Each	SANS 1700				
ABC BOLT ASSEMBLY PIGTAIL STEEL,; ABC BOLT ASSEMBLY PIGTAIL STEEL,; M16X380, BY 300MM THREAD LENGTH; INSIDE DIAMETER OF PIG TAIL EYE 30-35MM; HEAVY DUTY SACK 20; UNTS PER SACK.	Each	SANS 1700				
ABC M16 EYE NUTS; ABC EYE NUTS HEXAGON, M16 ABC NUTS HEXAGON, M16	Each	SANS 1700				
ABC CURVED WASHERS, M16; 65X65X6MM THICK, BOLT HOLE 18MM DIAMETER	Each	SANS 1700				
ABC CURVED WASHERS, M20; 65X65X6MM THICK, BOLT HOLE 22MM DIAMETER	Each	SANS 1700				
STAY RODS ADJUSTABLE M16X2400MM 11KV,; GALVANIZED C/W BASE PLATE 150X150MM; SANS 10142-1/2, 200 UNITS PER BUNDLE,	Each					
STAY RODS ADJUSTABLE M16X2400MM 11KV; GALVANIZED C/W BASE PLATE 150X150MM; SANS 10142-1/2, 200 UNITS PER BUNDLE,	Bundle	SANS 10142-1/2				
STAY PLATE, M20, 450x450x6						

THREADED ROD GALVANISED 16MX1M; THREADED ROD GALVANISED 16MX1M	Each				

Lot 7 – Insulators Technical Specifications

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
STAY INSULATOR 66KV; GLAZED PORCELAIN TO IEC 60383-1, SAG 521 HT 120KN STAY INSULATOR BROWN, 8 UNITS PER HEAVY DUTY WOODEN BOX	Each	IEC 60383-1				
STAY INSULATOR 11KV BROWN; STAY INSULATOR 11KV (BROWN), HIGH GLAZED PORCELAIN TO SANS 60383-1, LENGTH 140MM WIDTH 85MM, TENSILE STRENGTH 96KN, 16 UNITS PER HEAVY...	Each	IEC 60383-1				
LV SHACKLE INSULATOR • SIZE: 65MM HT X 76MM DIA • HOLE DIA.: 17.5MM	Each	IEC 60383-1				

<ul style="list-style-type: none"> • MATERIAL: PORCELAIN • COLOUR: WHITE/BROWN • MIN. MECH. STRENGTH: 9KN • PUNCTURE VOLTAGE: 30KV • WET WITHSTAND VOLTAGE: 10KV • LIGHTING IMPULSE WITHSTAND: 30KV • TYPE TEST CERTIFICATE REQUIRED. ITEMS TO BE ROUTINE TESTED AT 60% MINIMUM FAILING LOAD 					
LINE POST PIN INSULATOR 11KV, 10KN <ul style="list-style-type: none"> • FOR LIGHT AND MEDIUM POLLUTION AREAS • TOTAL CREEPAGE DISTANCE: MINIMUM REQUIRED 372MM • SPECIFIC CREEPAGE: 31MM/KV @ 12KV UM • CANTILEVER STRENGTH: 10KN • LIGHTING IMPULSE WITHSTAND: 170KV • WET WITHSTAND: 50KV • 25.4MM DIAMETER HEAD TO SANS 177, • RATED 50HZ 	Each	IEC 60383-1			

LONGROD INSULATOR 11KV, 70KN <ul style="list-style-type: none"> • FOR LIGHT AND MEDIUM POLLUTION AREAS • TOTAL CREEPAGE DISTANCE: MINIMUM REQUIRED 400MM • UTS: 70KN, • LIGHTING IMPULSE WITHSTAND: 170KV • WET WITHSTAND: 50KV, • RATED 50HZ • CONNECTING LENGTH: 570+- 15MM • FITTINGS: GALVANISED BALL AND SOCKET • SOCKET ON EARTH SIDE AND BALL ON LIVE SIDE • FOR USE UP TO BEAR STEEL REINFORCED ALUMINUM CONDUCTOR 	Each	IEC 120			
LONGROD INSULATOR 11KV, 120KN <ul style="list-style-type: none"> • FOR LIGHT AND MEDIUM POLLUTION AREAS • TOTAL CREEPAGE DISTANCE: MINIMUM REQUIRED 400MM • UTS: 120KN, 	Each	IEC 120			

<ul style="list-style-type: none"> • LIGHTING IMPULSE WITHSTAND: 170KV • WET WITHSTAND: 50KV, • RATED 50HZ • CONNECTING LENGTH: 570+- 15MM • FITTINGS: GALVANISED BALL AND SOCKET • SOCKET ON EARTH SIDE AND BALL ON LIVE SIDE • FOR USE UP TO BEAR STEEL REINFORCED ALUMINUM CONDUCTOR 					
STRAIN WEDGE CLAMP, FOR ABC 35-50MM, 14KN MIN, 35-50MM, ABC CLAMP STRAIN WEDGE 35-50MM, HEAVY DUTY BOX, 36 UNITS PER BOX	Each	SANS 10198-14			
SUSPENSION CLAMP, FOR ABC 35-50MM, 8KN MIN FA, HEAVY DUTY BOX, 36 UNITS PER BOX	Each	SANS 10198-14			
END CAP FOR ABC; END CAP FOR ABC, 35-70MM, UV STABLE,35-70MM; 100 PER PLASTIC BAG, 5000 IN A BOX	Each				
AIRDAC STRAIN CLAMP, 10 - 16MM2 ROUND,CABLE UV RESISTANT , HERMOPLASTIC AND WEDGE GALVANIZED STEEL BASE, S/S OR...	Each	SANS 121/SANS 10198-14			

REEL INSULATOR; 1 kV EP 194 PORCELAIN REEL (WHITE) INSULATOR FOR M16 BOLTS; 32 UNITS PER WOODEN DUTY BOX	Each	SANS 121/SANS 1700				
PIN INSULATOR 11 KV; TYPE HT 1014/40 (BROWN) HIGH GLAZED PORCELAIN 25.4MM DIAMETER HEAD TO SANS 177, MIN CREEPAGE DISTANCE 372MM...	Each	SANS 121/SANS 1700				

Lot 8 – Wooden Poles

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
11M CREOSOTE TREATED POLE 140MM - 160MM; 11M CREOSOTE TREATED POLE 140MM - 160MM; GAND NAILED ON BOTH ENDS, MIN 2	Each	SANS 754				

X WIRE 2.4MM STRAPPED ON BOTH ENDS, SANS 753...						
10M CREOSOTE TREATED POLE 140MM - 160MM; 10M CREOSOTE TREATED POLE 140MM - 160MM DIA: GAND NAILED ON BOTH ENDS, MIN 2 X WIRE STRAPPED ON BOTH ENDS, DRILLED EEC...	Each	SANS 754				
13M CREOSOTE TREATED POLE 160MM - 180MM; 13M CREOSOTE TREATED POLE 160MM - 180MM; GAND NAILED ON BOTH ENDS, MIN 2 X 2.4MM WIRE STRAPPED ON BOTH ENDS, DRILLED...	Each	SANS 754				
9M CREOSOTE TREATED POLES 120MM X 140MM; 9M CREOSOTE TREATED POLES, 120MM - 140MM TOP DIA, GAND NAILED ON BOTH ENDS, MIN 2 X WIRE STRAPPED ON BOTH ENDS; SANS...	Each	SANS 753/754				
STAYBAULK 1.2M 160-180MM TOP DIA.; STAYBAULK 1.2M 160-180MM TOP DIA. 25MM CENTRE HOLE DRILLED, CREOSOTED TO SANS 538 OR 539 TO CONFORM WITH SANS 754.	Each	SANS 753/754				

4M CREOSOTE TREATED POLE 100-125MM; 4M CREOSOTE TREATED POLE 100-125MM; DRILLED 15CM FROM THE TOP, 22MM HOLE GANG NAILED ON BOTH ENDS, 2 X 2.4MM WIRE STRAPPED...	Each	SANS 753/754				
2.4 CREOSOTE TREATED TIMBER POLE; 2.4. CREOSOTE TREATED TIMBER; POLE 2.4M 75/100M CCA	Each	SANS 753/754				

Lot 9 – Conductors & Conductor Accessories

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
HARE WIRE CONDUCTOR ACSR; HARE WIRE CONDUCTOR ACSR, 360 AMPS, 14.1 X 105MM ² 6/1/4.72MM TO SANS 182 PART 3, 1500M X WOODEN CABLE DRUMS	Meter	SANS 182				

MINK WIRE CONDUCTOR ACSR; MINK WIRE CONDUCTOR ACSR; 260 AMPS, 10.9, 6/1/3.66MM, TO SANS 182-2; WOODEN DRUM 1500M PER DRUM	Meter	SANS 182				
FOX WIRE CONDUCTOR ACSR; FOX WIRE CONDUCTOR ACSR; 190AMPS, 8.37MM 6/1/2.79MM SANS 182-3; 3000M PER WOODEN DRUM	Meter	SANS 182				
ABC CONDUCTOR 35MM ² X 1 CORE + 35MM ² BAR; ABC 35MM ² X 1 CORE WIRE CONDUCTOR, ALUMINIUM + 35MM ² BARE NEUTRAL 600/1000V, 500M WOODEN DRUM	Meter	SANS 1418				
ABC WIRE CONDUCTOR 35MM ² X 3 CORE WIRE; ABC 35MM ² X 3 CORE WIRE CONDUCTOR, ALUMINUM LVXPE 35MM ² X 3 CORE WIRE + 50MM ² BARE NEUTRAL 600/1000V (ABC) TO SANS...	Meter	SANS 1418				
ABC CONDUCTOR 70MM ² X 3 CORE, ALUMINUM LV XPE + 50MM ² NEUTRAL 600/1000V(ABC)TO SANS 1418, 500M PER WODDEN DRUM	Meter	SANS 1418				
ABC 95MM ² X 3 CORE WIRE CONDUCTOR, ALUMINUM LV XLP + 50MM ² NEUTRAL BARE SUPPORT CABLE 600 / 1000V (ABC) SANS 1418	Meter	SANS 1418				
HARE DEAD END COLOUR BROWN; HARE DEAD END COLOUR BROWN; 6X9-18MM CONDUCTOR DIA TO SANS 182	Each	SANS 182				

STEEL, PACKAGING DETAILS 80 UNITS PER BOX						
MINK DEAD END; MINK DEAD END, GALVANIZED STEEL, COLOR; (RED) TO SANS 178, 80 UNITS PER BOX	Each	SANS 178				
FOX DEAD END PREFORMED; FOX DEAD END PREFORMED, GALVANIZED STEEL, COLOUR BLUE, TO SANS 182-2- 80 UNITS PER BOX	Each	SANS 182-2				
HARE SIDE TIES STEEL GALVANIZED; HARE SIDE TIES STEEL GALVANIZED; COLOUR BROWN TO SANS 182; 80 UNITS PER BOX	Each	SANS 182-2				
MINK SIDE TIES; MINK SIDE TIES, COLOUR RED, GALVANIZED STEEL TO SANS 61284, 80 UNITS PER BOX	Each	SANS 61284				
FOX SIDE TIES; FOX SIDE TIES, GALVANIZED STEEL, COLOUR BLUE; 80 UNITS PER BOX, SANS 182-2	Each	SANS 182-2				
STAYWIRE GALVANISED 5X4.06MM; STAYWIRE GALVANISED 5X4.06MM; 700MPa TO SANS 182-2 (SPIRAL/ TWISTED) 1500M PER WOODEN DRUM	Each	SANS 182-2				
POLE TOP MAKE OFF 11KV, GALV STEEL WIRE; POLE TOP MAKE OFF 11KV, GALV STEEL WIRE, COLOUR; (BROWN) DIA 12.19MM,	Each	SANS 182-2				

2290MM LENGTH, TO SANS 182; 25 UNITS PER...						
11KV STAY GUY GRIPS; 11KV STAY GUY GRIPS, 5 X 4.06MM STAY WIRE (BROWN) TO SANS 182, 40 UNITS PER HEAVY DUTY BOX	Each					
10MM GREEN AND YELLOW HOUSE WIRE 100M; PVC INSULATED; 450/750V (AC RATED VOLTAGE); 55A TO 71A CURRENT RATING, MAX. TEMP 70 DEGREES C;	Meter					
10MM BLACK HOUSE WIRE 100M; PVC INSULATED; 450/750V (AC RATED VOLTAGE); 55A TO 71A CURRENT RATING, MAX. TEMP 70 DEGREES C;	Meter					
10MM RED HOUSE WIRE 100M; PVC INSULATED; 450/750V (AC RATED VOLTAGE); 55A TO 71A CURRENT RATING, MAX. TEMP 70 DEGREES C;	Meter					

Lot 10 – Switches, Fuses, Protection

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
DROP OUT FUSE UNIT; DROP OUT FUSE UNIT, 11 KV 200AMPS, SHORT CIRCUIT CURRENT 4kA CREEPAGE DISTANCE 480MM MIN. TO BE COMPATIBLE WITH 371MM LONG FUSE CARRIER	Each	SANS 121				
DROP OUT FUSE UNIT ELEMENT HOLDER; DROP OUT FUSE UNIT HOLDER, CUT OUT/CARRIER 11kV 100AMPS, MADE OF VULCANISED FIBRE, 369-371MM LENGTH, WITH HALF-MOON TRUNNION...	Each	SANS 121				
FUSE ELEMENTS 11KV; FUSE ELEMENTS 11KV, 30A FUSES, UNIVERSAL SINGLE TAIL TYPE 30AMPS MIN. 580MM LENGTH, COMPLETE WITH 19MM DIA REMOVABLE BUTTON HEAD WITH...	Each	IEC 282				
GANK LINKS FRAMES; GANK LINK FRAME, MTG, HORIZONTAL; 600MM PHASE SPACING. GALVANIZED, 25 UNITS PER HEAVY DUTY PALLET, SANS 10142-1	Each	SANS 60947/60060				
GANG SWITCH ISOLATOR; GANG SWITCH ISOLATOR, 11KV 400/600AMPS 3-PHASE; A1011/RS 11KV 100AMPS 13-1KA 30 ROCKING TYPE	Each	SANS 60947/60060				

B342 TO SANS 60947/60060, IN WOODEN CRATE						
FUSE CARRIER TUBES; FUSE CARRIER TUBES; 20 UNITS PER HEAVY DUTY BOX	Each	SANS 121				
FUSE ELEMENT 11KV FAST BLOWN UNIVERSAL; FUSE ELEMENT 11KV FAST BLOWN UNIVERSAL, 10A FUSE LINK FUSES, BOX, 10 ELEMENTS PER BOX, 500 UNITS IN A BOX	Each	IEC 282				
TRANFORMER COMBI UNIT, 100AMPS, FAULT CURRENT FOR; 11kV/22kV, 1 IN HEAVY DUTY BOX	Each					
SURGE ARRESTOR 11KV DROP OUT; 9.4KV MCOV, 1 UNIT PER BOX	Each					
FIREWALL; FIREWALL, ROCKER BRACKET 12KV CREEPAGE; 1 X HEAVY DUTY BOX,	Each					
LIGHTNING ARRESTERS - ESKOM TYPE; LIGHTNING ARRESTERS - ESKOM TYPE, PER IEC 99 PART 1 AND 4 SURGE ARRESTORS ESKOM SPEC 12KV RATING, ; 10KA DISTRIBUTION CLASS	Each	IEC60099				

63A STRIKER PIN FUSE; 63A STRIKER PIN FUSE, KEMXO 360MM LONG FUSE, IEC 282-1:1994; 3 UNITS PER BOX	Each	SANS 60269-1			
31.5A STRIKER PIN FUSE; 31.5A STRIKER PIN FUSE; KEMXO 360MM LONG FUSE, IEC 282-1:1994; 3 UNITS PER BOX	Each	SANS 60269-1			
SURGE ARRESTOR LOW VOLTAGE (MOV) RATED(MOV) RATED VOLTA GE: 450V CONTINUOUS VOLTAGE: 420V NOMINAL DISCHARGE CURRENT: 5KA	Each	IEC60099			
NEUTRAL SURGE ARRESTER; TYPE: METAL OXIDE; CLASS: DISTRIBUTION; MCOV: 5KV; DISCHRG CURENT: 6KA; PROTECTIVE LEVEL #: 19.5K. NOTE 1: MAXIMUM CONTINUOUS OPERATING VOLTAGE (MCOV) NOTE 2: DERIVED FOR A 10KA; 8/20 μ S	Each	IEC60099			

Lot 11 – Steel Mounting & Accessories

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
CROSS ARM TIE STRAPS; CROSS ARM TIE STRAPS, GALVANISED STEEL, SANS 121, 50 X 6 X 701MM, WITH 22MM DIA HOLE & 22MM x 100MM SLOT, 5 UNITS PER BUNDLE	Each	SANS 121				
DOUBLE POLE CLAMP; DOUBLE POLE CLAMP, CROSS ARM COMPLETE WITH BRACKETS. USED IN BOTH COMBI AND FIREWALL SETS FOR S SINGLE CHANNEL, GALVANISED STEEL CHANNEL ,...	Each	SANS 121				
SINGLE POLE CLAMP; SINGLE POLE CLAMP, CROSS ARM COMPLETE WITH BRACKETS. USED IN BOTH COMBI AND FIREWALL SETS FOR S SINGLE CHANNEL, GALVANISED STEEL CHANNEL 1...	Each	SANS 121				
CHANNEL IRON 76MM X 38MM X 6500MM; CHANNEL IRON 76MM X 38MM X 6500MM, GALVANISED TO	Meter	SANS 121				

SANS 121, 20 UNITS PER BUNDLE IN HEAVY DUTY BINDING						
CHANNEL IRON 100X50X4500MM; CHANNEL IRON 100X50X4500MM; GALVANISED TO SANS 121	Meter	SANS 121				
DISTRIBUTION READY BOARD, 120 X 260 X 300MM, COMPLETE WITH 1 X 63A EARTLEAKAGE, 1 X 20A MAINS, 1 X 15A BREAKER, 1 X 5A BREAKER, 16A DOUBLE 3 PIN SOCKET, 6A EURO SOCKET, BULK HEAD AND GLOBE, SANS 10142-1	Each					
METER BOX, 300 X 300 X 1225 MM, 3 X 20MM KNOCKOUT ON THE BASE FOR CONDUIT, LOCKABLE AND FITTED WITH MASONITE BOARD, METAL GREY GALVANIZED, SANS	Each					

Lot 12 – Connectors

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
16MM ² X 12MM CRIMPING LUGS TINNED, COPPER FOR 16MM ² CABLE 12MM HOLE TO SANS 61238, 100 UNITS PER BOX	Each	SANS 61238-1				
16MM ² X 8MM CRIMPING LUGS TINNED; SANS 61238, 100 UNITS PER BOX	Each	SANS 61238-1				
35MM ² X 12MM CRIMPING LUGS; COPPER CRIMPING LUG FOR 35MM ² COPPER CABLE 12MM HOLE TO SANS 61238, 100 UNITS PER BOX	Each	SANS 61238-1				
70MM ² X 12MM CRIMPING LUGS, FOR COPPER CABLE 12MM HOLE, SANS 61238, 100 UNITS PER BOX	Each	SANS 61238-1				
120MM ² X 12MM CRIMPING LUG, FOR COPPER CABLE 12MM HOLE TO SANS 61238-1, 100 UNITS PER BOX	Each	SANS 61238-1				
95MM ² X 12MM CRIMPING LUG,; FOR COPPER 12MM CABLE, SANS 61238; 100 UNITS PER BOX	Each	SANS 61238-1				

BIMETALLIC LUG FOR FOX CONDUCTOR; BIMETALLIC LUG FOR FOX CONDUCTOR	Each					
BIMETALLIC LUG FOR MINK CONDUCTOR; BIMETALLIC LUG FOR MINK CONDUCTOR	Each					
ABC PRE-INSULATED BIMETALLIC LUG: 35MM ² ; ABC PRE-INSULATED BIMETALLIC LUG: 35MM ² : INFUSED WITH GREASE TO PREVENT WATER INGRESS: MUST CONFORM TO SAN...	Each					
ABC PRE-INSULATED BIMETALLIC LUG: 70MM ² ; ABC PRE-INSULATED BIMETALLIC LUG: 70MM ² : INFUSED WITH GREASE TO PREVENT WATER INGRESS: MUST CONFORM TO SAN...	Each					
IPC BLUE CLAMP FOR ABC; IPC BLUE CLAMP FOR ABC, BI-METALIC, 35-95MM - ABC CLAMPS, 35-95 (M) 6-25(T) BARE NEUTRAL / INSULATED BARE / INSULATED CONDUCTOR, 200...	Each					
IPC BLACK ABC CLAMPS; 35-95MM TTD201; IPC BLACK ABC CLAMPS; 35-95MM TTD201, 3039; D3039 R15 SAP 0165496, IEC STANDARD 61238/61952, 160 UNITS PER BOX	Each					

ABC PRE-INSULATED FERRULE; 70MM ² ; ABC PRE-INSULATED FERRULE; 70MM ² ; TO MAKE AN ELECTRICAL JOINT BETWEEN TWO AERIAL BUNDLED CONDUCTORS; MUST CONFORM TO SANS...	Each					
ABC PRE-INSULATED FERRULE; 95MM ² ; ABC PRE-INSULATED FERRULE; 95MM ² ; TO MAKE AN ELECTRICAL JOINT BETWEEN TWO AERIAL BUNDLED CONDUCTORS; MUST CONFORM TO SANS...	Each					
FOX CONDUCTOR ALUMINIUM FERRULES; FOX CONDUCTOR ALUMINIUM FERRULES	Each					
MINK CONDUCTOR ALUMINIUM FERRULES; MINK CONDUCTOR ALUMINIUM FERRULES	Each					
VERSA CRIMP ALLUMINIUM; VERSA CRIMP ALLUMINIUM, HARE/MINK LUGS; 2 X 12MM HOLES WITH BOLTS AND NUTS, 100 UNITS PER HEAVY DUTY BOX, SANS 10142-1	Each					

Lot 13 - Consumables

Description	Units of Measure	Current Standard [SABS/SANS/IEC] OR EQUIVALENT	minimum order quantity	Offered Standard [SABS/SANS/IEC] OR EQUIVALENT	Unit Price fixed for 12 months	credit limit SZL
EARTH ROD 66KV M16 X 1.8M COPPER COATED; EARTH ROD 66KV M16 X 1.8M COPPER COATED, THREADED ON BOTH ENDS TO SANS 1063, 10 UNITS PER BUNDLE, 500 UNITS IN HEAVY...	Each					
EARTH CLAMPS; EARTH CLAMPS, FOR 16MM DIAMETER COPPER COATED EARTH RODS, 100 UNIT IN HEAVY DUTY PLASTIC BAG.	Each					
WIRE FENCING STAPLES; WIRE FENCING STAPLES; DIAMETER IS 40MM, (U-NAILS); 1KG PACKAGING	Bag					
CURVED WASHERS: CURVED WASHERS, 75MM RADIUS, 65MM x 65MM x 6MM THICK, GALVANISED TO SANS 121 M20 BOLT HOLED, 50 UNITS PER HEAVY DUTY SACK	Each					
CABLE TIES T120R(E) BLACK; CABLE TIES T120R(E) BLACK	Each					

ADHESIVE TAPE 20MM ALL COLOURS; ADHESIVE TAPE 20MM ALL COLOURS; 100 UNITS PER BOX	Each					
DIN RAIL SLOTTED/ PERFORATED COLD ROLLED; 35MM X 7.5MM X 2000MM, SANS 61439-1; 40 UNITS PER BOX	Each					
ANCHOR TRUFIX NAILS 6MMX35MM; ANCHOR TRUFIX NAILS 6MMX35MM; 100 UNITS PER BOX	Each					
STAINLESS STEEL STRAPPING; 12MM X 30M X 0.726MM, SANS 10142-130M PER ROLL, 150 ROLLS PER BOX	Meter					
12MM STAINLESS STEEL BUCKLES (BOX); 12MM STAINLESS STEEL BUCKLES (BOX), SANS EQUIVALENT OF ASTM A479, 100 UNITS PER BOX	Each					
POLE MOUNTED BOX; POLE MOUNTED BOX, 228 x 100 x 110MM, DMC POLYESTER, IP X 4; 4 X NO.1 GLANDS, 1 X SAMITE RAIL, 1 X NEUTRAL BAR, 2 X RESET LEVERS WITH RED TRIP...	Each					

CONDUCTIVE CEMENT; RESISTIVITY: =10 OHMS PER METRE AFTER CURING, NON- CORROSIVE. MIXING DETAILS AND APPLICATION INSTRUCTION TO COME WITH EACH BAG	Bag				
WHITE PVC CONDUIT 25MM X 4M LENGTH; WALL THICKNESS 1.95 MM MEDIUM /HEAVY DUTY; UV- RESISTANT, CORROSION- RESISTANT, NON-CONDUCTIVE, FLAME-RETARDANT	Each				
WHITE PVC CONDUIT 20MM X 4M LENGTH; WALL THICKNESS 1.95 MM MEDIUM /HEAVY DUTY; UV- RESISTANT, CORROSION- RESISTANT, NON-CONDUCTIVE, FLAME-RETARDANT	Each				
WHITE PVC ADAPTER 25MM; UV- RESISTANT, CORROSION- RESISTANT, NON-CONDUCTIVE, FLAME-RETARDANT	Each				
WHITE PVC ADAPTER 20MM; UV- RESISTANT, CORROSION- RESISTANT, NON-CONDUCTIVE, FLAME-RETARDANT	Each				
WHITE PVC COUPLING 25MM; UV- RESISTANT, CORROSION- RESISTANT, NON-CONDUCTIVE, FLAME-RETARDANT	Each				
WHITE PVC COUPLING 20MM; UV- RESISTANT, CORROSION- RESISTANT, NON-CONDUCTIVE, FLAME-RETARDANT	Each				

SHUTTER BOARD 550MMX350MMX18M GRADE A	Each					
CABLE TIES 200MMX4.6MM (PKT OF 100)	Each					
SQUARE WASHERS GALVANISED 75MMX65MMX16MM; SQUARE WASHERS GALVANISED 75MMX65MMX16MM	Each					
TOP SPEED HEX HD 10MM SCREWS; TOP SPEED HEX HD 10MM SCREWS 6.35X65MM	Each					
WASHERS LARGE ZN PL 6X32X1.5MM; WASHERS LARGE ZN PL 6X32X1.5MM	Each					
CUT SCREW FULL THR YP; CUT SCREW FULL THR YP 5.0X30MM	Each					
COACH SCREWS 6X50MM/180 UNITS; COACH SCREWS 6X50MM; PACKED IN 180 UNITS PER PACKET	Each					
25MM STEEL SADDLES CLAMPS; TWO MOUNTING HOLES; GALVANISED, HOT-DIPPED GALVANISED (HDG), ELECTRO POLISHED, OR PLAIN STEEL	Each					
20MM STEEL SADDLES CLAMPS; TWO MOUNTING HOLES; GALVANISED, HOT-DIPPED GALVANISED (HDG), ELECTRO POLISHED, OR PLAIN STEEL	Each					

SELF TAPPING CUT SCREW; SELF TAPPING CUT SCREW	Each					
NO.0 COMPRESSION GLANDS PVC WHITE; NO.0 COMPRESSION GLANDS PVC WHITE	Each					
SPLIT METER POLE TOP BOX - 4 WAY; SPLIT METER POLE TOP BOX - 4 WAY, 422MM X 300MM; 50A MCTS, DINRAIL, BUS BARS	Each					
KIOSK METER:1PH ;14 KVA ;6 WAY; SECURE; POLE MOUNT	Each					

Bidders can download and excel price schedule for material requirements from the below link:

* “Delivery Period” is the specified period from the date of formation of a Call-off contract for delivery of the Goods as per the applicable Incoterms.

Note:

1. The unit price offered MUST be rounded to two decimal places. Where the tenderer fails to round the offered unit price as required, then, the offered unit price shall be rounded down-wards to two decimal places and used for the purposes of this tender.
3. Ensure you input unit prices **VAT Exclusive** for each item quoted for.
4. All material will be delivered at EEC Matsapha CSO-Main stores

Estimated Schedule of Requirements- Related Services

1	2.	4	
Item No.	Item Description	Description of Services in accordance with the Estimated List of Goods and Delivery Schedule (excludes inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination)	Place/s where Services will be performed (<i>if known</i>)
{insert item number}	<i>Insert name of Good</i>	<i>Insert name of Service</i>	

Technical Specifications INSERT LINK TO DRAWINGS

Drawings

This RFB document includes drawings. –[LINK](#)

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

List of Drawings		
Drawing No.	Drawing Name	Purpose

Inspections and Tests

The following inspections and tests shall be performed:

The Eswatini Electricity Company will perform supplier factory inspection to determine and confirm the existence of potential suppliers.

Suppliers are required to submit the Supplier Audit questionnaire that will be used by the evaluation team from EEC during the supplier site visit.

PART 3 – Framework Agreement

Framework Agreement

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

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

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

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

between

The Eswatini Electricity Company, a statutory body established in terms of The Swaziland Electricity Act no.1 of 2007 with its principal place of business at Eluvatsini House, Mhlambanyatsi Road, Mbabane, Hhohho Region (the Purchaser(s)) and

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

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

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

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

Framework Agreement Provisions

Schedule 1: Schedule of Requirements

Schedule 2: Price Schedules

Schedule 3: Security Forms

Schedule 4: Secondary Procurement**Schedule 5:** List of participating Purchasers [*use for Multi-User FAs, otherwise delete*]

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

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

“For and on behalf of the Purchaser:”

“For and on behalf of the Responsible Agency”

Signed: [*insert signature*]

Full name: [*name of person signing*]

Agency: [*insert the name of agency*]

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

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

For and on behalf of the Supplier:

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

Full name: [*name of person signing*]

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

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

Framework Agreement Provisions (FAP)

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

Framework Agreement Provision (FAP)	Description
1. Definitions	<p>1.1. The following words and expressions shall have the meanings hereby assigned to them</p> <p>(a) “Bank” means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.</p> <p>(b) “Base Price” is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with FA Provision FAP 8.</p> <p>(c) “Business Day” is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays.</p> <p>(d) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.</p> <p>(e) “Closed Framework Agreement” is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.</p> <p>(f) “Commencement Date” is the date this Framework Agreement is signed by both parties, being the commencement of the Term.</p> <p>(g) “Contract Price” is the price payable to the Supplier as specified in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>(h) “Day” means calendar day.</p> <p>(i) “Goods” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Provisions, that the Supplier is required to supply to the Purchaser under a</p>

	<p>Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.</p> <p>(j) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).</p> <p>(k) “Incoterms” means the international commercial terms for goods published by the International Chamber of Commerce (ICC).</p> <p>(l) “Lead Purchaser”, when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the FAP 2.2. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.</p> <p>(m) “Multi-User Framework Agreement” means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the FAP 2.2;</p> <p>(n) “Purchaser” is the Borrower’s agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes Lead Purchaser, or Responsible Agency.</p> <p>(o) “Purchaser’s Country” is the country specified in the FAP 2.3.</p> <p>(p) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination.</p>
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	<p>(q) “Responsible Agency”, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.</p> <p>(r) “Secondary Procurement” is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.</p> <p>(s) “Single-User Framework Agreement” means a Framework Agreement where there is only one Purchaser, as specified in the FAP 2.2.</p> <p>(t) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.</p> <p>(u) “Term” mean the duration of this Framework Agreement as described in the FAP2.4 starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA 2.5.</p>
<p>2. Framework Agreement Specific Information</p>	<p>2.1. This Framework Agreement relates to the purchase and supply, under separate Call-off Contracts, of <i>[insert short title that describes the type of Goods, and any Related Services]</i>. The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.</p> <p>2.2. <i>[state either “This is a Single-User Framework Agreement.” or “This is a Multi-User Framework Agreement. All participating Purchasers are listed at Schedule [insert Schedule number]”]</i></p> <p>2.3. The Purchaser’s Country is: <i>[insert the name of the country]</i></p> <p>2.4. The Framework Agreement and the Call-off Contracts shall be governed by and interpreted in accordance with the laws of <i>[state: “the Purchaser’s Country”, unless any other law shall apply]</i>.</p> <p>2.5. The Term of this Framework Agreement is <i>[enter number of years]</i> years. <i>[NOTE: the maximum initial Term shall not exceed 3 years]</i> from the Commencement Date.</p>

	<p>2.6. <i>[Delete if the term is not to be extended]</i> The Term may be extended, at the Purchaser's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Purchaser shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than five (5) years.</p> <p>2.7. The edition of Incoterms that shall apply is: <i>[insert date of edition]</i></p> <p>2.8. <i>[Price adjustment-FAP 8 if applicable]</i>: Source of the indices, and the source of exchange rate (if applicable) and the base date indices <i>[to be inserted by the Supplier]</i></p> <p>2.9. Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.</p> <p>The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, including notices, are specified below. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.</p> <p>2.10. Purchaser's Representatives</p> <p><i>[Selection one of the following options]</i></p> <p><i>OPTION 1: for a Single-User Framework Agreement use the following text]</i></p> <p>The name and contact details of the Purchaser's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p>
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	<p>E-mail:</p> <p><i>OR</i></p> <p><i>[OPTION 2: for a <u>Multi-User Framework Agreement with a Lead Purchaser</u> that is responsible for managing and administering the Framework Agreement and is also a Purchaser insert the name of the Lead Purchaser's Representative and list all other participating Purchasers' Representatives in a Schedule:]</i></p> <p>The name and contact details of the Lead Purchaser under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p>The Representatives for all other participating Purchasers are listed in Schedule [insert number] to this Framework Agreement.</p> <p><i>OR</i></p> <p><i>[OPTION 3: for a <u>Multi-User Framework Agreement concluded by a central purchasing authority</u> (that is <u>not</u> also a Purchaser) insert the following]</i></p> <p>The name and contact details of the Responsible Agency under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p>The Representatives for all participating Purchasers are listed in Schedule [insert number] to this Framework Agreement.</p>
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	<p>2.11. Supplier's Representatives</p> <p>The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
3. Framework Agreement Documents	<p>3.1. This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.</p> <p>3.2. This Framework Agreement comprises the following documents.:</p> <ul style="list-style-type: none"> (a) Framework Agreement, including all Sections and Schedules; (b) Notice of Conclusion of a Framework Agreement; and (c) Offer submission form (from Primary Procurement process).
4. Supplier's Obligations	<p>4.1. The Supplier shall offer to supply (standing offer) to the Purchaser, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.</p> <p>4.2. The Supplier shall respond to a request from a Purchaser for quotation or direct contracting within the period specified in that request by either (i) submitting a quotation or (ii) accepting award of contract in case of direct selection or (iii) informing the Purchaser that it does not intend to supply the Goods and Related Services (if any) under the Call-off Contract.</p> <p>4.3. During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 4.4 (a) to 4.4 (c) below. The Supplier shall notify the Purchaser immediately, in writing, if it</p>

	<p>ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.</p> <p>4.4. The Goods supplied under Call-off Contracts that may be awarded by the Purchaser shall be:</p> <ul style="list-style-type: none">(a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements;(b) at the Contract Price specified in the Call-off Contract; and(c) in such quantities, at such times and to such locations as specified in the Call-off Contract. <p>4.5. <i>[Include FAP 4.5 for rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i> At any point during Term of the Framework Agreement, should technological advances be introduced by the Supplier for the Goods offered for the Framework Agreement, the Supplier shall provide to the Purchaser(s) of the Call-off Contracts the latest versions of the available Goods at the time of Call-off, having equal or better performance or functionality at no additional cost to the Purchaser (s).</p> <p>4.6. The Supplier agrees that this Framework Agreement and any additional provisions set out in a Call-off Contract, shall apply to the supply of Goods.</p> <p>4.7. Forced Labor</p> <p>The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking..</p> <p>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.</p> <p>Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> <p>4.8. Child Labor</p>
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	<p>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).</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. <p>4.9. Health and safety obligations</p> <p>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.</p> <p>4.10. The Supplier shall comply with additional obligations as specified in the Call-off Contract.</p>
<p>5. Continued Qualifications and Eligibility</p>	<p>5.1. The Supplier shall continue to have the nationality of an eligible country. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.</p> <p>5.2. All Goods and Related Services to be supplied under a Call-off Contract and financed by the Bank shall continue to have their origin in eligible Countries. For the purpose of this provision,</p>

	<p>origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in FAP 5.5 below.</p> <p>5.3. To continue to be eligible the Supplier shall not have been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework.</p> <p>5.4. The Purchaser may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.</p> <p>5.5. At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible.</p> <p><i>[insert a list of the countries following approval by the Bank to apply the restriction or state "none"].</i></p>
<p>6. Role of Lead Purchaser or Responsible Agency</p>	<p>6.1. Where there is a Lead Purchaser or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Purchaser(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Purchaser or Responsible Agency.</p> <p>6.2. The Lead Purchaser or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Purchaser named in the Call-off Contract.</p> <p>6.3. Where no Lead Purchaser or Responsible Agency has been appointed, the named Purchaser is responsible for managing and administering the Framework Agreement and the provisions in FAP 2.9 above, in relation to communications and notices etc., apply to the Purchaser.</p>
<p>7. Contract Price</p>	<p>7.1. The Contract Price for each call-off Contract shall be determined by applying: <i>[modify as appropriate]</i></p>

	<p>For Direct Selection:</p> <p>the Base Price (unit price/s) stipulated in the Framework Agreement, Schedule 2, subject to any adjustments specified in FAPs 8 and 9; and any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in Call-off Contract.</p> <p>or</p> <p>For Mini-competition:</p> <p>the successful competitive quotation subject to any adjustments specified in FAPs 8 and 9; and any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ.</p>
<p>8. Adjustments for changes in Cost</p>	<p>8.1. Adjustments to the Base Price (unit prices) stipulated in the Framework Agreement</p> <p><i>[Select one of the two options]</i></p> <p><u><i>[OPTION 1: use for FAs where the determining indices related to the unit price/s are not expected to vary by more than ±5% over the Term of the FA. In this case, use the following text:</i></u></p> <p>“The unit price/s offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The unit price/s shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.”]</p> <p><i>OR</i></p> <p><u><i>[OPTION 2: use for FAs where the determining indices related to the unit price/s are expected to vary by more than ±5% over the Term of the FA. In this case use the following text:</i></u></p> <p>“The unit price/s stipulated in the FA, shall not be subject to adjustments for Call-off contracts awarded within <i>[insert number of months depending on trend of volatility of the prices]</i> months from the date of conclusion of FA. For any Call-off contracts awarded after this specified period, the unit price/s shall be subject to an adjustment as follows:</p> <p class="list-item-l1">(a) for Call-off Contracts awarded through the Secondary Procurement method based on competitive quotations (mini-competition), Suppliers shall be required to offer</p>

	<p>prices that do not exceed their adjusted unit price/s as adjusted below;</p> <p>(b) for Call-off Contracts awarded through a Secondary Procurement method involving direct selection, (i.e. not awarded through a mini-competition), the price adjustment below shall be applied to that Supplier's unit price/s to determine the Call-off Contract Price.</p> <p>The price adjustment is intended to reflect changes in the cost of labor, material components, and/or other factors, over the relevant period of the FA. Where a price adjustment applies, it shall be calculated as follows:</p> $P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{bM_1}{M_0} \right] - P_0$ <p style="text-align: center;">a+b+c = 1</p> <p>in which:</p> <p>P_1 = Call-off unit contract price.</p> <p>P_0 = unit price, as described in the Framework Agreement, Schedule 2: Price Schedules.</p> <p>a = fixed element representing profits and overheads included in the Contract Price.</p> <p>b = estimated percentage of labor component in the Contract Price.</p> <p>c = estimated percentage of material component in the Contract Price.</p> <p>L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.</p> <p>M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.</p> <p>The Supplier shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its offer.</p> <p>The coefficients are as follows:</p> <p>a = <i>[insert value of coefficient; generally, in the range of 5 to 15 percent]</i></p> <p>b = <i>[insert value of coefficient]</i></p>
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	<p>$c = [\text{insert value of coefficient}]$</p> <p>Base date = <i>[insert specific date which was the date of thirty (30) days prior to the deadline for submission of the offers in the Primary Procurement process]</i></p> <p>Date of adjustment =:</p> <ul style="list-style-type: none"> i) <i>For Direct Selection: the date 30 days prior to the formation of the Call-off Contract</i> ii) <i>For mini competition: the date 30 days prior to the Request for Quotation.</i> <p>If the currency in which the Contract Price (P_0) is expressed, is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the unit price/s. The correction factor shall be: Z_0 / Z_1, where:</p> <p>Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Base date, and</p> <p>Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Date of Adjustment.</p>
9. Adjustments for Changes in Laws	<p>9.1. If after the date of 28 days prior to date of Offer submission for the Framework Agreement, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Base Price (unit price/s) stipulated in the Framework Agreement, then such unit price/s shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAP 8.</p>
10. Subcontractors	<p>10.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Call-off Contracts if not already specified in the Framework Agreement. Such notification, in the Framework Agreement or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Call-off Contract.</p>

11. Warranty	<p>11.1. 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.</p> <p>11.2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>11.3. The Supplier shall comply with any additional warranty obligation specified in the Call-off Contracts.</p>
12. Copyright	<p>12.1. 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.</p>
13. Patent Indemnity	<p>13.1. The Supplier shall, subject to the Purchaser's compliance with 13.2 below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p class="list-item-l1">(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p class="list-item-l1">(b) the sale in any country of the products produced by the Goods.</p> <p>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.</p> <p>13.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in 13.1 above, the Purchaser shall promptly give the Supplier a notice thereof,</p>

	<p>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.</p> <p>13.3. 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.</p> <p>13.4. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>13.5. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
14. Limitation of Liability	<p>14.1. Except in cases of criminal negligence or willful misconduct,</p> <p>(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</p> <p>(b) Under each Call-off Contract, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the Call-off Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>
15. Force Majeure	<p>15.1. The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Framework</p>

	<p>Agreement and/or a Call-off Contract is the result of an event of Force Majeure.</p> <p>15.2. For purposes of this provision, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>15.3. 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.</p> <p>15.4. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
16. Language	<p>16.1. The language of this Framework Agreement, and any Call-off Contract is English. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.</p> <p>16.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
17. Fraud and Corruption	<p>17.1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group’s Sanctions Framework, as set forth in the Appendix to this Framework Agreement Provisions (Fraud and Corruption).</p> <p>17.2. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or</p>

	Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
18. Records, inspections and audit	<p>18.1. The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.</p> <p>18.2. Pursuant to paragraph 2.2 e. of the Appendix to the Framework Agreement, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of the Framework Agreement and/or any Call-off Contract. The Supplier's and its subcontractors' attention is drawn to FAP 17 (Fraud and Corruption) which provides, <i>inter alia</i>, 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).</p>
19. Confidential Information	<p>19.1. The Purchaser and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.</p> <p>19.2. The obligation of a party under FAP 19.1 above, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Bank or other institution(s) participating in the financing of a Call-off Contract (b) now, or in future, enters the public domain through no fault of that party (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20. Change to the Framework Agreement	20.1. Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.
21. Assignment	21.1. The Supplier shall not assign, in whole or in part, its obligations under this this Framework Agreement and/or Call-off Contracts, without the prior written consent of the Purchaser.
22. Termination of the Framework Agreement	<p>22.1. The Purchaser, without prejudice to any other remedy for breach of the Framework Agreement or Call-off Contract, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:</p> <ul style="list-style-type: none"> (a) in the judgement of the Purchaser, the Supplier has engaged in Fraud and Corruption, or (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible, or (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement and/or Call-off Contract, in whole, or in part, without the prior written consent of the Purchaser, or (d) the Supplier becomes bankrupt or otherwise insolvent, or (e) the Supplier fails to perform any other obligation under the Framework Agreement and/or any Call-off Contract. <p>22.2. The Purchaser may terminate this Framework Agreement and/or any Call-off Contract, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the Supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.</p> <p>22.3. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts already entered into under this Framework Agreement shall continue in full force and effect. However, no further Call-off Contracts shall be awarded once the Framework Agreement is terminated.</p>
23. Dispute resolution in relation to the Framework Agreement	23.1. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

	<p>23.2. Where parties have exhausted the process described in FAP 23.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/. In appointing the adjudicator parties should agree whether or not the adjudicator's decision is to be final and binding.</p> <p>23.3. Further dispute resolution mechanism for Call-off contracts shall be as specified in the Call-off Contracts.</p>
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Appendix to the Framework Agreement: Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and 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.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, 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;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁵ (ii) to be a nominated⁶ 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;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect⁷ 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.

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.

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.

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.

Framework Agreement – Schedules

SCHEDULE 1: Schedule of Requirements

[insert the agreed schedule of requirements e.g.:

Contents

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

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

- (a) *standards*
- (b) *any required Related Services*
- (c) *any required tests and inspections*
- (d) *any functional guarantees covered by the Warranty.*

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

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

Item No	Name of Goods or Related Service	Technical Specifications and Standards
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

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

[Insert detailed description of TS]

1.3.3 Drawings

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

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

1.3.4 Inspection and Tests

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

SCHEDULE 2: Price Schedules

[insert the agreed price schedules]

SCHEDULE 3: Security Forms

Security Forms that may be required under Call-off Contracts

- 1. Performance Security**
- 2. Advance Payment Security**

Performance Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,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...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date specified in the Call-off Contract. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this

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.

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."

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]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant has used the advance payment for purposes other than toward delivery of Goods.

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

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of the Goods shipped (for Goods supplied from abroad) and/or the value of the Goods delivered

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.*

at the named place of destination (for Goods supplied from within the Purchaser's country), as evidenced by copy(ies) of [].⁸

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

⁸ Insert shipping/other applicable documents establishing "delivery" of the Goods in accordance with the applicable Incoterm to the Contract.

⁹ Insert the Delivery date in accordance with the Contract. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee for a period not to exceed [six months]/[one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the guarantee."

SCHEDULE 4: Secondary Procurement

Commented [A2]: This section of the RFB required to be thoroughly reviewed by the EEC and decide the methods to be followed and applied as part of secondary procurement.

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

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

[The Secondary Procurement methodology(ies) to be described in this Schedule must be consistent with the Secondary Procurement method(s) set out in the Request for Bids which resulted in the conclusion of the Framework Agreement.]

1. Secondary Procurement method(s)

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

- (i) competitive quotations through mini-competition,

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

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

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

The RFQ will include:

- (a) the Goods, and any Related Services, to be delivered
- (b) delivery location(s)
- (c) delivery date(s) or schedule
- (d) quantity
- (e) any additional requirement for inland transportation and other services in the Purchaser's Country to convey the Goods to their final destination specified in RFQ not included in the Base Price,
- (f) details of any inspections or tests that are additional to those described in the Framework Agreement
- (g) the criteria to be applied to the evaluation of quotations
- (h) the award criteria, e.g.:

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

substantially responsive to the RFQ; and
the lowest evaluated cost.

- (i) deadline for submission of quotations
- (j) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (k) request to Suppliers to demonstrate that they continue to be eligible and qualified to supply the Goods
- (l) *any other relevant information.*

Suppliers are not permitted to quote a price, excluding any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ not included in the Base Price, that is higher than the Base Price stated in the Framework Agreement, Schedule 2, or as adjusted by the agreed

price adjustment formula, if applicable in accordance with **FAP 8**, and any changes in any Laws and Regulations in accordance with **FPA 9.**]

2. Formation of Call-off contract

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

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

- 2.1 **For competitive quotations through mini-competition using a Request for Quotation**, the Call-off contract is formed when: “the Purchaser transmits, to the successful Supplier, a purchase order for the Goods and the supplier accepts the order.” *(describe how this will happen, e.g. through return email, signed Purchase Order, etc.).*

3. Communicating the award of Call-off Contract

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

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

- a. selection based on competitive quotations (through mini-competition) to all Suppliers invited to submit quotations.

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

- b. the name and address of the successful Supplier
- c. the quantity/volume of Goods being procured
- d. the contract price
- e. a statement of the reason(s) the recipient Supplier was unsuccessful.]

4. Complaint about award of Call-off Contract

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

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