

# **Request for Bids Goods**

**(Two-Envelope Bidding Process)**

## **Procurement of *Linac***

**RFB No: KS. 02.03/A.VI/3644/2025**

**Project:** Indonesia Health Systems Strengthening Project

**Financing No:** SIHREN IDN-1070

**Purchaser:** Ministry of Health

**Country:** Indonesia

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# **PART 1 – Bidding Procedures**

# Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS**.
- 1.2 Throughout this bidding document:
  - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser), with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (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 Beneficiary. It excludes the Beneficiary’s official public holidays.

#### 2. Source of Funds

- 2.1 The Beneficiary or Recipient (hereinafter called “Beneficiary”) specified **in the BDS** has applied for or received financing (hereinafter called “funds”) from the Islamic Development Bank (hereinafter called “IsDB”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
- 2.2 Payment by IsDB will be made only at the request of the Beneficiary and upon approval by IsDB in accordance with the terms and conditions of the

Financing (or other financing) Agreement. The Financing (or other financing) Agreement prohibits a withdrawal from the Financing 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 a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. No party other than the Beneficiary shall derive any rights from the Financing (or other financing) Agreement or have any claim to the proceeds of the Financing (or other financing).

### 3. Fraud and Corruption

- 3.1 IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit IsDB to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by IsDB.

### 4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity (subject to ITB 4.6), or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 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; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Beneficiary for the Contract implementation; 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 reference ITB 2.1 (the name of the project), that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Beneficiary (or of the project implementing agency, or of a recipient of a part of the Financing) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the

implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to IsDB throughout the Bidding process and execution of the Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 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 the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by IsDB, in accordance with the above ITB 3.1, including in accordance with the Guidelines for Procurement of Goods, Works and Related Services under IsDB Project Financing (“Procurement Guidelines”), shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a IsDB-financed contract or benefit from a IsDB-financed contract, financially or otherwise, during such period of time as IsDB 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 government-owned enterprises or institutions in the Purchaser’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to IsDB, that they (i) are legally and financially

autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.

- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, and:
- (a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country, provided that IsDB 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 the Boycott Regulation Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary'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 Purchaser, as the Purchaser shall reasonably request.
- (a) Successful bidders, i.e. Prequalified Contractors, shall be reviewed and subject to onboarding Customer Due Diligence. Only bidders presenting satisfactory Compliance Due Diligence shall be qualified to pursue the selection process and to complete the attached IsDB AML/CFT/KYC Questionnaire/Form for further Compliance Due Diligence in accordance with IsDB Policy on Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT) and Know Your Customer (KYC) approved on 19/12/2019 through BED Resolution IsDB/BED/15/12/019/(333)/80.
  - (b) **“Compliance Policy”**: IsDB Policy on Anti-Money Laundering (AML), Countering the Financing of Terrorism (CFT) and Know Your Customer (KYC) approved on 19/12/2019

through BED Resolution  
IsDB/BED/15/12/019/(333)/80.

- (c) **“Customer Due Diligence (CDD) / Compliance Due Diligence”**: means an onboarding process of conducting research, analysis and review aimed at knowing the customer (Know Your Customer/KYC) and understanding risks - including but not limited to Money Laundering/Terrorist Financing (ML/TF), tax evasion, sanctions, crime, integrity - dealing with the customer may pose, in accordance with IsDB Compliance Policy.
- (d) **“Money laundering”**: means acquisition, possession, use or conversion or transfer proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property, as defined in the IsDB Compliance Policy.
- (e) **“Terrorist Financing”**: generally, means the offence stipulated by Article 2 of the 1999 International Convention for the Suppression of the Financing of Terrorism, as defined in the IsDB Compliance Policy.
- (f) **“IsDB AML/CFT/KYC/Questionnaire/Form”**: see Attachment/ Annex.

## 5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by IsDB 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 material, 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 Request for Bids Document

### 6. Sections of Bidding Document

- 6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

#### **PART 1 Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

#### **PART 2 Supply Requirements**

- Section VII - Schedule of Requirements

#### **PART 3 Contract**

- Section VIII - General Conditions of Contract
- Section IX - Special Conditions of Contract
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.

- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

- 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 the Bidding Document**
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser 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 Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of 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, and the Purchaser 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 Purchaser, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## 11. Documents comprising 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) **Bid Security** or **Bid-Securing Declaration:** in accordance with ITB 19.1;
  - (c) **Alternative Bid - Technical Part:** if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
  - (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
  - (e) **Bidder’s Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to Bid;
  - (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;
  - (g) **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;

- (h) **Conformity:** documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;
- (i) 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) **Alternative Bid - Financial Part;** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;
- (d) 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. Unless otherwise **specified in the BDS**, Alternative Bids shall not be considered.

**14. Bid prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid - Financial Part and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid - Financial Part, in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid - Financial Part, in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise **specified in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified

for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. **However, discounts that are conditional on the award of more than one lot will not be considered for bid evaluation purpose.**

- 14.7 The terms DDP (Delivery Duty Paid), 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**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
    - (i) the price of the Goods quoted DDP (Delivery Duty Paid), 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;
    - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
    - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their

final destination (Project Site) specified **in the BDS.**

- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted DDP named place of final destination, in the Purchaser's Country, as specified **in the BDS;**
  - (ii) the custom duties and other import taxes to be paid on the Goods;
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

- (d) 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:
  - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

**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 Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified **in the BDS.**
- 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 Purchaser's Country.

**16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

- 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 commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.
- 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 – Technical Part, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction:
- (a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
  - (b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations

prescribed in the Conditions of Contract and/or Technical Specifications; and

- (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 Purchaser in accordance with ITB 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested (in accordance with ITB 19), it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract price shall be determined as follows:
  - (a) In the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, 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. Bid Security**

- 19.1. The Bidder shall furnish, as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid security, in the amount and currency specified **in the BDS**.

- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security **specified in the BDS**,
- from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 49.

19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7. The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder ; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 48; or
  - (ii) furnish a performance security in accordance with ITB 49.

19.8. The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.5.

19.9. If a Bid security is **not required in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 48; or furnish a performance security in accordance with ITB 49;

the Beneficiary may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

## 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 representatives.
- 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. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the

Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”.

- 21.3 The envelopes marked “ORIGINAL BID” and “BID COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE BID”) shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.
- 21.4 All inner and outer envelopes, shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser 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 Purchaser 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 Purchaser at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

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

**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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser shall read out: the name of the Bidder and whether there is a modification; and Alternative Bid the presence or absence of a Bid

Security, if required and any other details as the Purchaser may consider appropriate.

- 25.6. Only Technical Parts of Bids and Alternative Bid - Technical Parts 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 Purchaser attending Bid opening in the manner specified **in the BDS.**
- 25.7. At the Bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8. Following the opening of the Technical Parts of the Bid the Purchaser 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;
  - (b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”;
  - (c) the presence or absence of a Bid Security or Bid-Securing Declaration; and
  - (d) if applicable, any Alternative Bid - Technical 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 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other

persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 43.

- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

## **27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 35.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

## **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
- 28.2 "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 Purchaser may waive any nonconformities in the Bid.
- 29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

### **G. Evaluation of Technical Parts of Bids**

- 30. Evaluation of Technical Parts**
- 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, the BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 31. Determination of Responsiveness**
- 31.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

- 31.2 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 31.3 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**32. Qualification of the Bidders and Detailed Evaluation of the Technical Part**

- 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm different from the Bidder.
- 32.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by IsDB due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 32.4 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 as specified in the BDS.

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

### **33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**

- 33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and IsDB has issued its no objection (if applicable), the Purchaser 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 Contract;
  - (c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART”.
- 33.2 The Purchaser 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”.
- 33.3 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

- 33.1 and 33.2. However, if the Purchaser receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.
- 33.4 At this public opening the Financial Parts will be opened by the Purchaser 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 Purchaser. The Purchaser shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Purchaser may consider appropriate.
- 33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative 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 Purchaser attending the Bid opening in the manner specified **in the BDS**.
- 33.6 The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked "FINANCIAL PART".
- 33.7 The Purchaser 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;
  - (b) the Bid price, per lot (contract) if applicable, including any discounts,

(c) if applicable, any Alternative Bid - Financial Part.

33.8 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

### 34. Evaluation of Financial Parts

34.1 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

34.2 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 35.1;
- (c) price adjustment due to 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 36;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.1; and
- (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation.**
- 34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
  - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
- 34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

**35. Correction of Arithmetic Errors**

35.1 In evaluating the Financial Part of each Bid, the Purchaser shall correct arithmetic errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

35.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

**36. Conversion to Single Currency**

36.1 For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as specified **in the BDS**.

**37. Margin of Preference**

37.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.

**38. Comparison of Financial Parts**

38.1 The Purchaser shall compare the evaluated costs of the Bids to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of DDP (place of final destination) prices for imported goods, excluding taxes and duties, and DDP (place of final destination) prices for goods manufactured within the Beneficiary's country excluding sales and other taxes, together with prices for any required installation, training, commissioning and other

services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted DDP and sales and similar taxes levied in connection with the sale or delivery of goods.

### **39. Abnormally Low Bids**

- 39.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid Price.
- 39.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 39.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

## **J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award**

### **40. Evaluation of combined Technical and Financial Parts**

- 40.1 The Purchaser'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 Purchaser will rank the Bids based on the evaluated Bid score (B).
- 40.2 The Purchaser 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.

- 41. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids**
- 41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period**
- 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by IsDB, the Standstill Period shall not apply.
- 43. Notification of Intention to Award**
- 43.1 The Purchaser shall send to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the total combined score of the successful Bidder;
  - (d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;
  - (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
  - (f) the expiry date of the Standstill Period;
  - (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## K. Award of Contract

- 44. Award Criteria**
- 44.1 Subject to ITB 41, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
- 45. Purchaser’s Right to Vary Quantities at Time of Award**
- 45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.
- 46. Notification of Award**
- 46.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
  - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not

meeting qualification criteria, or were not evaluated, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

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

46.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

#### **47. Debriefing by the Purchaser**

47.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

47.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

47.3 Where a request for debriefing is received by the Purchaser later than the three (3) Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of

contract. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.

- 47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

#### **48. Signing of Contract**

- 48.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.
- 48.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 48.3 Notwithstanding ITB 48.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of IsDB that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

#### **49. Performance Security**

- 49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18 using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security

furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

- 49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the Most Advantageous Bid.

**50. Procurement Related  
Complaint**

- 50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

## Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is : KS.02.03/A.VI/3644/2025</p> <p>The Purchaser is: Ministry of Health</p> <p>The name of the RFB is Procurement of Linac</p> <p>The number and identification of lots (contracts) comprising this RFB is:</p> <p>Lot 1: Procurement of Linac (Single Energy)</p> <p>Lot 2: Procurement of Linac-West Indonesian (Variable Energy)</p> <p>Lot 3: Procurement of Linac-East Indonesian (Variable Energy)</p>
ITB 2.1	<p>The Beneficiary is: Republic of Indonesia</p> <p>Aggregated Financing Agreement amount: <b>EUR 803 million equivalent [Component 2-SIHREN]</b></p> <p>The name of the Project is: Indonesia Health Systems Strengthening Project</p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be maximum three (3)
ITB 4.5	A list of debarred firms and individuals is available on the IsDB's external website <a href="http://www.isdb.org/">http://www.isdb.org/</a>
	<b>B. Contents of Bidding Document</b>
ITB 7.1	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: Procurement Committee 1 - IHSS, MoH</p> <p>Address: Prof. Dr. Sujudi 14<sup>th</sup> Floor, Jl. H.R. Rasuna Said Blok X-5 Kav. 4-9 Jakarta 12950 Indonesia</p> <p>Telephone : +6221 52921482</p> <p>Electronic mail address: <a href="mailto:pc1_ihss@kemkes.go.id">pc1_ihss@kemkes.go.id</a> (Please Indicate the <b>name of package</b> in the <b>subject of email</b> and no other email address should be copied)</p>

	<p>The bidders are especially encouraged to raise questions if they find any of the technical specifications unclear or restrictive by indicating the item and the issue with a particular specification requirement. Requests for clarification should be received by the Purchaser no later than ten (10) business days (i.e., July 28, 2025, 11.59 PM Western Indonesia Time) before the deadline of bid submission to ensure sufficient time for the Purchaser to answer, so that these can be addressed early to all the potential bidders. Any request for clarification received after the deadline and addressed to any other email address than the email specified above will not be considered. Purchaser's response to clarification request shall be sent no later than five (5) business days (i.e., August 4, 2025) before the deadline for submission of bid as specified in ITB 22.1. If such responses sent outside this timeframe, the bid submission deadline is deemed to extended by at least three (3) business days from the date of the latest response to any clarification.</p>
<p><b>ITB 7.2</b></p>	<p>A Pre-Bid meeting will be conducted in hybrid mode and will take place at the following date, time and place:</p> <p>Date: July 7, 2025  Time: 10.00 AM local Time (Western Indonesia Time)  Place: Prof. Dr. Sujudi 14<sup>th</sup> Floor  Jl. H.R. Rasuna Said Blok X-5 Kav. 4-9 Jakarta 12950 Indonesia</p> <p>For the bidders who choose to join online may access the following link:  Zoom link: <a href="https://link.kemkes.go.id/PreBidLinac">https://link.kemkes.go.id/PreBidLinac</a></p> <p>Minutes of the pre-bid meeting including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
<p><b>ITB 8.1</b></p>	<p>In the event that the Purchaser's response to clarification is sent outside the timeframe specified in BDS 7.1, Purchaser may issue Addenda at least three (3) business days prior to bid submission deadline and extend the deadline for the submission of Bids, pursuant to ITB 22.1.</p>
	<p><b>C. Preparation of Bids</b></p>
<p><b>ITB 10.1</b></p>	<p>The language of the Bid is <b>English</b>.</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>

<b>ITB 11.2 (i) &amp; 11.3 (d)</b>	The Bidder shall submit the following additional documents in its Bid: None
<b>ITB 13.1</b>	Alternative Bids (Technical and Financial Parts) shall <b>not</b> be considered.
<b>ITB 14.5</b>	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
<b>ITB 14.7</b>	The Incoterms edition is Incoterm 2020.
<b>ITB 14.8 (a)(iii), (b)(ii) and (c)(v)</b>	Final Destination (Project Site): As specified in Section VII, Schedule of Requirements
<b>ITB 14.8 (b)(i)</b>	Place of Destination: As specified in Section VII, Schedule of Requirements
<b>ITB 15.1</b>	The Bidder is required to quote in the currency of the Purchaser's Country (Indonesian Rupiah) the portion of the Bid price that corresponds to expenditures incurred in that currency.
<b>ITB 16.3</b>	<p>The Bidders must fill in the compliance column in the technical specifications table in Section VII, Schedule of Requirements by inserting information/data on each line/characteristic of the actually offered model demonstrating the substantial responsiveness of the offered goods/services to the technical specifications in Section VII, Schedule of Requirements.</p> <p>This detailed item-by-item compliance table should also contain explicit cross references to the relevant supporting technical documentation, catalogues, brochures, etc. (as required under ITB 16.2 with clearly marked page, item and model numbers for the Purchaser to identify what is being offered under the bid. <b>Stating only "Yes" or "No" or "Compliant" would not be sufficient</b> for the Purchaser to evaluate the bid's compliance with the technical requirements and may lead to rejection of the bid on the ground of technical noncompliance. The bid should include in the technical specification table clear information/references with the page no. marked and directly references to the supporting technical documentation. Entire bid should be numbered.</p>
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): ten (10) years
<b>ITB 17.2 (a)</b>	Manufacturer's authorization is required.

<b>ITB 17.2 (b)</b>	After sales service is required. Particular requirements for each item shall be in accordance with Technical Specifications in Section VII, Schedule of Requirements.
<b>ITB 18.1</b>	The Bid shall be valid until: January 12, 2026
<b>ITB 18.3 (a)</b>	The Bid price shall be adjusted. The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of delays until contract award, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of delays until contract award.
<b>ITB 19.1</b>	A Bid-Securing Declaration shall be required.
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: None
<b>ITB 19.9</b>	If the Bidder performs any of the actions prescribed in subparagraphs ITB 19.9 (a) or (b), the Beneficiary will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of two (2) years starting from the date the Bidder performs any of the actions.
<b>ITB 20.3</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of attorney signed by the company’s leader (President Director or the CEO, or the Executive Director, or the President of the company, or the Chairman of the Board of Directors (on the basis of the Charter) to delegate or authorize the assigned person to sign the contract. In case of joint venture, Power of Attorney shall be signed by company leader from each member of joint venture.</p> <p>Note: Power of Attorney is not required if the bidder's Bid is signed by the company leader senior management, represented by the President Director, or the CEO, or the Executive Director, or the President of the company, or the Chairman of the Board of Directors (on the basis of the Charter).</p>
	<b>D. Submission of Bids</b>
<b>ITB 21.1</b>	<p>The existing paragraph shall be replaced with the following:</p> <p>The Bidder shall deliver the Bid in two separate, sealed <b>envelopes</b> (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked “ORIGINAL BID”.</p>

	<p>Each outer envelope shall consist of one or more bids, within which are contained two separate, sealed <b>envelopes</b> for each lot (the Technical Part and the Financial Part).</p> <p>In case a bidder submits bids for more than one lot, it can choose to prepare either (i) one outer envelope for each lot, or (ii) a common outer envelope for all lots. In each case, the outer envelope should contain two separate, sealed, labeled envelopes for each lot (one for the Technical Part and one for the Financial Part for each corresponding lot).</p>
<b>ITB 21.2</b>	<p>In addition to the original of the Bid, the number of copies is: <b>one (1)</b></p> <p>The bidder is also requested to submit soft files (pdf format and excel, read only, on USB) of Technical and Financial Part of the Bid separately along with the original Bid in the same respective envelope, please ensure the soft file are unprotected and converted into readable format. In case any inconsistency between soft files and hard copies, the hard copy shall prevail.</p>
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the bids shall be addressed to the following:</p> <p>Attention: Procurement Committee 1 - IHSS, MoH  Street Address: Jl. H.R. Rasuna Said Blok X-5 Kav. 4-9 Jakarta  Floor: Prof. Dr. Sujudi Building 14<sup>th</sup> Floor  City: Jakarta  Postal Code: 12950  Country: Indonesia</p> <p><b>The deadline for Bid submission is:</b></p> <p>Date: August 11, 2025  Time: 10:00 AM Western Indonesia Time  Bidders shall not have the option of submitting their Bids electronically.</p>
	<p><b>E. Public Opening of Technical Parts of Bids</b></p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place hybrid at:</p> <p>Ministry of Health's office  Street Address: Jl. H.R. Rasuna Said Blok X-5 Kav. 4-9 Jakarta 12950  Floor: Prof. Dr. Sujudi Building 14<sup>th</sup> Floor  Date: August 11, 2025  Time: 10:30 AM Western Indonesia Time  Zoom link: <a href="https://link.kemkes.go.id/OpeningLinac">https://link.kemkes.go.id/OpeningLinac</a></p>

<b>ITB 25.6</b>	The Letter of Bid - Technical Part and sealed envelope marked “Financial Part” shall be initialed by a minimum of three (3) representatives of the Purchaser conducting Technical Part opening and shall also be initialed by at least one (1) other Bidder’s representative unless there is only one (1) bidder attending the bid opening.						
<b>G. Evaluation of Technical Parts of Bids</b>							
<b>ITB 32.4</b>	<p>The selection of acceptable bids will be dependent on 100% compliance with Mandatory criteria identified in the technical specification document (file attached herewith). These include the following:</p> <ul style="list-style-type: none"> <li>• Device-specific minimum performance criteria (Mandatory specifications), including: <ul style="list-style-type: none"> <li>○ Minimum physical and technical attributes to ensure sustainable, high-quality performance of the equipment.</li> <li>○ Guaranteed Availability of consumables and spare parts</li> <li>○ Required post-delivery support services: <ul style="list-style-type: none"> <li>▪ Inspection, Test, and Commissioning</li> <li>▪ Warranty requirements</li> <li>▪ Training of staff on operation and maintenance upon installation</li> <li>▪ Operational support and Maintenance requirements</li> </ul> </li> </ul> </li> </ul> <p>For those bids that meet all Mandatory criteria, weighted ratings will be applied based on additional rated criteria which are grouped into five sets, together adding up to the 30% weight of the technical bid evaluation:</p> <table border="1" data-bbox="435 1142 1395 1709" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>Rated criteria category</b></td> </tr> <tr> <td style="text-align: center;"><b>Criteria whereby the bidder goes beyond minimum requirements in terms of physical equipment specifications, including technical performance and physical specifications</b></td> </tr> <tr> <td style="text-align: center;"><b>Mechanical &amp; Electrical (M&amp;E) Requirements</b></td> </tr> <tr> <td style="text-align: center;"><b>IT Requirements</b></td> </tr> <tr> <td style="text-align: center;"><b>AI and Telemedicine Requirements</b></td> </tr> <tr> <td style="text-align: center;"><b>Criteria whereby the bidder goes beyond minimum requirements in relation to operational support (training, provision of consumables, etc.) in terms of after-Sales Maintenance &amp; Service Requirements</b></td> </tr> </table> <p>Further information on detailed weighting system of technical items and scoring methodology is enclosed in Section III.</p>	<b>Rated criteria category</b>	<b>Criteria whereby the bidder goes beyond minimum requirements in terms of physical equipment specifications, including technical performance and physical specifications</b>	<b>Mechanical &amp; Electrical (M&amp;E) Requirements</b>	<b>IT Requirements</b>	<b>AI and Telemedicine Requirements</b>	<b>Criteria whereby the bidder goes beyond minimum requirements in relation to operational support (training, provision of consumables, etc.) in terms of after-Sales Maintenance &amp; Service Requirements</b>
<b>Rated criteria category</b>							
<b>Criteria whereby the bidder goes beyond minimum requirements in terms of physical equipment specifications, including technical performance and physical specifications</b>							
<b>Mechanical &amp; Electrical (M&amp;E) Requirements</b>							
<b>IT Requirements</b>							
<b>AI and Telemedicine Requirements</b>							
<b>Criteria whereby the bidder goes beyond minimum requirements in relation to operational support (training, provision of consumables, etc.) in terms of after-Sales Maintenance &amp; Service Requirements</b>							

<b>H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts of Bids</b>	
<b>ITB 33.5</b>	The Letter of Bid – Financial Part and the Price Schedules shall be initialed by three (3) representatives of the Purchaser conducting Bid opening.
<b>I. Evaluation of Financial Part of Bids</b>	
<b>ITB 34.1</b>	The following provision is added: Non-conforming items as identified in the item-by-item technical evaluation shall be reflected in adjustments to the Bid Price for comparison purpose only
<b>ITB 34.2(a)</b>	Evaluation will be done for Lots (contracts) Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
<b>ITB 34.6</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: No (b) Deviation in payment schedule: No (c) the cost of major replacement component, mandatory spare parts, and service: No (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the Bid: No (e) Life cycle costs: the costs during the life of the goods or equipment: <b>Yes</b> (f) the performance and productivity of the equipment offered; No (g) specific additional criteria: Yes,  The price of proprietary consumables is fixed and binding for five years (including delivery) starting from the date of successful Acceptance Testing & Commissioning. The estimated costs for five years will be taken into account in the financial evaluation but only the supply of starter kit is included in the bid/contract price.

<b>ITB 36.1</b>	<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: Indonesia Rupiah (IDR)</p> <p>The source of exchange rate shall be: Transaction selling rate Bank Indonesia available on <a href="https://www.bi.go.id/en/statistik/informasi-kurs/transaksi-bi/default.aspx">https://www.bi.go.id/en/statistik/informasi-kurs/transaksi-bi/default.aspx</a></p> <p>The date for the exchange rate shall be on the date of bid submission deadline.</p>
<b>ITB 37.1</b>	A margin of domestic preference will not be applied.
<b>J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid</b>	
<b>ITB 40.1</b>	The weight to be given for technical is 30% and for cost is: 70%.
<b>K. Award of Contract</b>	
<b>ITB 45.1</b>	<p>The maximum percentage by which quantities may be increased is: 10%</p> <p>The maximum percentage by which quantities may be decreased is: 10%</p>
<b>ITB 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the Annex B of IsDB's Guidelines for the Procurement of Goods, Works and Related Services under IsDB Project Financing, April 2019 edition (revised in Feb 2023).</p> <p>If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p><b>For the attention:</b> Procurement Committee 1 - IHSS, MoH</p> <p><b>Title/position:</b> Head of Procurement Committee</p> <p><b>Purchaser:</b> Ministry of Health (MoH)</p> <p><b>Email address:</b> <a href="mailto:pc1_ihss@kemkes.go.id">pc1_ihss@kemkes.go.id</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents;</li> <li>2. the Purchaser's decision to exclude a Bidder from the procurement process prior to the award of contract; and</li> <li>3. the Purchaser's decision to award the contract.</li> </ol>

## **Section III - Evaluation and Qualification Criteria**

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

## TECHNICAL PART

### 1. Qualification

#### Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid for each lot against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) **Financial Capability:** The Bidder shall meet the minimum average annual turnover with following details:

No	Lot	Minimum Average Annual Turn Over (AATO) for the last three years (in EURO €)
1	Lot 1: Procurement of Linac (Single Energy)	EURO 3.6 million
2	Lot 2: Procurement of Linac-West Indonesian (Variable Energy)	EURO 13.2 million
3	Lot 3: Procurement of Linac-East Indonesian (Variable Energy)	EURO 10.8 million

The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) years (2022, 2023 and 2024) prior to bid submission deadline, demonstrating the annual turnover and current soundness of the Bidder's financial position.

- (b) **Specific Experience:** The Bidder shall demonstrate that it has successfully and substantially completed of similar Goods and Related Services (installation) under the Contract in the following table. For a joint venture, this requirement may be met by all members combined.

No	Lot	Minimum Specific Experience
1	Lot 1: Procurement of Linac (Single Energy)	The Bidders shall have past contract experience to supply and install Linac (Single Energy) equipment of minimum cumulative 1 unit annually in any of year (January-December) within the last seven (7) years prior to bid submission deadline.
2	Lot 2: Procurement of Linac-West	The Bidders shall have past contract experience to supply and install Linac (Variable Energy) equipment of minimum cumulative 3 units annually in any of year (January-December)

No	Lot	Minimum Specific Experience
	Indonesian (Variable Energy)	within the last seven (7) years prior to bid submission deadline
3	Lot 3: Procurement of Linac-East Indonesian (Variable Energy)	The Bidders shall have past contract experience to supply and install Linac (Variable Energy) equipment of minimum cumulative 3 units annually in any of year (January-December) within the last seven (7) years prior to bid submission deadline

In order to demonstrate it meets the experience requirement at minimum, the Bidder shall furnish detailed information regarding contracts completed: the purchaser's name and address, country, name and object of the contract, scope of services, date of contract completion, equipment supplied, contract amount, contract role (prime supplier, subcontractor, partner in Joint Venture) and percent of the contract value undertaken by subcontract. As a proof of the compliance, the Bidder shall provide copies of relevant pages of signed contracts and corresponding completion certificates. If any such contract includes a confidentiality/non-disclosure clause and the Bidder does not agree to provide a copy (to be confirmed by a formal letter), such bidder must provide other documents acceptable for the Purchaser (such as copy of purchase order/delivery order).

- (c) **Documentary Evidence:** The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: technical specification catalog of product (brochures)
- (d) **Manufacturing experience and Technical Capacity:** For the items under the Contract that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:
- (i) it has manufactured Linac for at least seven (7) years, prior to the bid submission deadline; and
  - (ii) its annual production capacity of Linac for each of the last seven (7) years prior to the bid submission deadline, is at least 50% the quantities specified under each lot.
- (e) The bidder has experience in managing cyber security, practice and track record. The Bidder is to provide documentary evidence of relevant cybersecurity experience, as applicable, by submitting:
- i. A certification/accreditation demonstrating the Bidder's compliance with ISO 27000 (ISO 27001), SOC2, PCI DSS, NIST, GDPR, or equivalent; or Certified/audited Standard Operating Procedures demonstrating the Bidder's

compliance with ISO 27000 (ISO 27001), SOC2, PCI DSS, NIST, GDPR, or equivalent.

- ii. The bidder is also to provide relevant equipment cybersecurity mitigation via their MDS2 Form.
- (f) **Manufacturer's authorization:** A Bidder who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;
- (g) A **bidder** who does not manufacture an item/s where a manufacturer authorization is not required in accordance with BDS ITB 17.2 (a), the bidder shall submit documentation on, its status as a supplier, to the satisfaction of the Purchaser (e.g. authorized dealer/ distributor of the items, past similar contract experience).
- (h) In case of **joint** venture, Lead Partner must meet minimum forty percent (40%) of the total AATO requirement while each partner must meet minimum twenty percent (20%) of total AATO requirement as specified in 1(a) above.

In case one bidder is to be recommended to be awarded the contract for more than one lot, such bidder shall meet the cumulative minimum requirement of point (a) financial capability and (b) specific experience respective lots. The contract will be determined based on the most advantageous bids.

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

## 2. Technical Evaluation (ITB 32.4)

The approach to selection of medical equipment will be dependent on device-specific technical specifications, the ability to meet delivery timelines, and the quality of proposed service requirements (e.g., warranty, training capabilities, availability of consumables and spare parts and after sales services). The technical specifications outline key features, performance criteria, and safety requirements that must be met to be considered for the contract award. (Refer to Part 2 Supply Requirements, Section VII Schedule of Requirements, Item 3 Technical Specifications)

Each technical specification document asks the bidder to provide information related to the following categories:

- a. Equipment general information including year of first launch/ sold, model details.
- b. Equipment regulatory approvals (local and/or international)
- c. The ability of the equipment to be used for the desired Clinical Applications
- d. Compliance with minimum Performance/ Functionality features
- e. The availability of potentially desirable features

- f. Accessories required for each clinical application
- g. Required Consumables and their availability
- h. Device Physical Attributes
- i. Mechanical and Electrical Requirements (including energy efficiency)
- j. IT Requirements (including cybersecurity concerns where applicable)
- k. Artificial Intelligence (AI) Capability (if applicable)
- l. Telemedicine Capability (If applicable)
- m. Room Requirements
- n. Maintenance and Service Requirements
- o. Availability of after-purchase Service and Support
  - i. Service contracts (i.e., comprehensive, non-comprehensive)
  - ii. Guaranteed availability of spare parts,
  - iii. warranty arrangements,
  - iv. Training
  - v. Service Center

### **Technical Part Scoring Methodology**

Each line item in the technical specification document will be assigned one of three types of labels: mandatory, rated, or for information requirements.

- Mandatory requirements are minimum performance, safety, or service requirements that must be met to be considered.
- Rated criteria represent those features that, if present, are clearly considered advantageous and will receive a weighted score that will form part of the technical criteria for bid evaluation.
- The remaining criteria are those that are considered somewhat standard and are asked for confirmation, or which the purchaser wants to gather more information about (e.g., Physical dimensions).

Bidders must specify whether their unit complies with each of the specifications listed in the Technical Specification document by checking “Yes” or “No”. In many cases, bidders will be asked to provide additional relevant information (requirement will state “Bidder to specify”).

During Bid evaluation, a thorough review of the evidence provided by the bidder will be conducted and each line of the rated criteria included in ‘*Lot 1: Procurement of Linac (Single Energy)*’, ‘*Lot 2: Procurement of Linac-West Indonesian (Variable Energy)*’, ‘*Lot 3: Procurement of Linac-East Indonesian (Variable Energy)*’: will be assigned a value (V) greater than 0 for full compliance and 0 for non-compliance under the following headings. Details of each technical criteria and the points assigned to each is included in ‘*Lot 1: Procurement of Linac (Single Energy)*’, ‘*Lot 2: Procurement of Linac (Variable*

*Energy*), Lot 3: Procurement of Linac-East Indonesian (Variable Energy)'. This value greater than 0 has been tailored to each specific criterion, reflecting its weight on the importance of said criterion for the performance or service-readiness of the device, and also reflecting the financial value of the components, across five categories of rated criteria, which have a different total maximum score between Lot 1, Lot 2, Lot 3. These scores can be found in the respective technical specification Excel files accompanying this document.

Scores are allocated based on criteria compliance:

<b>Compliance Score for rated criteria (V)</b>	<b>Description</b>
0	The minimum, mandatory requirements only are met for the specified feature described in the scoring spreadsheet, with no additional performance or specifications as per the rated criterion
> 0	Scores above zero are assigned where there is documented evidence that the specific feature described in the scoring spreadsheet is present, and exceeds the mandatory minimum requirement. Scores for each rated criterion feature are identified in the scoring spreadsheet, also indicating thresholds if the rated criterion is categorized with each category awarded a different score

Mandatory requirements will be judged on a Pass/Fail basis. Those units that do not comply with ALL Mandatory requirements will be excluded.

Each rated criterion will be judged on an Available/Not-available basis. If the desirable feature is available and included in the bid, then the corresponding score will be assigned. If the desirable feature is not available or not included in the bid, then no score will be assigned.

The assignment of partial scores is not allowed. In case of partial or incomplete compliance to a rated criterion, the relevant score will not be assigned. The aggregate of the scores on all individual rated criteria will be the final technical score.

This approach ensures an objective evaluation of desirable features. The weighted scores are described for each of the technical specifications in the scoring spreadsheet provided.

The sum of values (V) shall equate to the Cumulative Point (CP), representing the evaluated compliance points for each requirement. The total of all CPs will be consolidated, providing a rating outcome for all bids where rated criteria are applicable.

A color scheme is employed to clearly illustrate the evaluation model, with green cells representing mandatory requirements, orange cells representing rated criteria, and white cells representing for information requirements.

Those units that meet all mandatory requirements and have higher scores are those that can carry out the intended clinical purposes and have the most desirable features.

## FINANCIAL PART

### 1. Margin of Preference (ITB 37)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Member's Country (MC) for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Member's Country (MC), for which (i) labor, raw materials, and components from within the Member's Country (MC) account for more than thirty (30) percent of the DDP price excluding taxes and duties, inland transportation, and other services required in the Member's Country (MC) to convey the goods to their final destination; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission.
- (b) **Group B:** All other Bids offering Goods manufactured in the Member's Country (MC).
- (c) **Group C:** Bids offering Goods manufactured outside the Member's Country (MC) that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Purchaser's reclassification of the Bid into its appropriate Bid group.

The Purchaser will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules.

Following the combined evaluation procedure described below, the Bids in each group will then be compared to determine the Most Advantageous Bid in that group. The Most Advantageous Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the Most Advantageous, it shall be selected for the award.

If as a result of the preceding comparison, a Bid from Group C is the Most Advantageous Bid, all Bids from Group C shall be further compared with the Bid with the lowest evaluated cost from Group A after adding to the evaluated price of goods offered in each Bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective DDP Bid price (excluding taxes and duties, inland transportation, and other services required in the Member's Country to convey the goods to their final destination) for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Bid

from Group A is the Most Advantageous, it shall be selected for award. If not, the Most Advantageous Bid from Group C shall be selected.

## 2. Evaluation Criteria (ITB 34.6)

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate the Financial Part.

The Purchaser's evaluation of the Financial Part may take into account, in addition to the Bid Price, one or more of the following factors as **specified in BDS ITB 34.6**, using the following criteria and methodologies.

- (a) Delivery schedule: Not applicable
- (b) Deviation in payment schedule: Not applicable
- (c) Cost of major replacement components, mandatory spare parts, and service.: Not applicable
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid: Not applicable
- (e) Life Cycle Cost

If specified in BDS 34.6. an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below.

- (i) number of years for life cycle cost determination: 10 years after commissioning in case of comprehensive O&M costs, other proprietary equipment supplies (excluding proprietary consumables for third-party accessories, in which case a 5-year period after full commissioning will apply);
- (ii) the discount rate to be applied to determine the net present value of future operational support and maintenance costs (recurrent costs) is 6%;
- (iii) the annual operating and maintenance costs including decommissioning (recurrent costs) shall be determined on the basis of the following methodology:

The Recurrent Costs (R) are reduced to net present value and determined using the following formula:

$$R \equiv \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$$

Where,

- N = number of years of the Warranty Period, defined in Special/Particular Conditions
- M = number of years of the Post-Warranty Services Period, as defined in Special/Particular Condition
- x = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.
- R<sub>x</sub> = total Recurrent Costs for year “x,” as recorded in the Recurrent Cost for Operation and Maintenance Table.
- I = discount rate to be used for the Net Present Value calculation, as specified in the Bid Data Sheet

- (iv) and the following information is required from bidders: i) list of spare parts need to be replaced including the cost for 10 years period of operation, and a confirmation that all these spare parts are already included in the comprehensive operations and maintenance contract for years 1 through 5 (and as extended thereafter) with no additional payment to be made by the Purchaser; ii) proprietary consumables for the equipment and its accessories and the requirement in terms of quantities/volume for each consumable for quantities specified in the technical specifications document (cost for this set quantity per to be provided in the financial bid valid for 5 years); iii) any other proprietary costs incurred during operational support and maintenance period.

(f) Performance and productivity of the equipment: Not applicable

(g) Specific additional criteria:

the price of proprietary consumables is fixed and binding for five years (including delivery) starting from the date of successful Acceptance Testing & Commissioning. The supply of a starter kit is included in the bid price. Total projected cost of consumables over 5-year period as quoted by the bidder in the Price Schedule of Proposed Consumables and Price (5 years) shall be added to the Bid Price for evaluation purposes. This cost will not be included in the Bid Price or Contract Amount.

## **Combined Evaluation**

The Purchaser will evaluate and compare the Bids that have been determined to be substantially responsive.

The Purchaser’s evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

The technical part will carry a weight of 30%, and the financial part will carry a weight of 70% in the overall evaluation.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula (for comparison in percentages), which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} \cdot X \cdot 100 + \frac{T}{T_{max}} \cdot (1 - X) \cdot 100$$

where

$C$  = Evaluated Bid Price

$C_{low}$  = the lowest of all Evaluated Bid Prices among responsive Bids

$T$  = the total Technical Score awarded to the Bid

$T_{max}$  = the maximum Technical Score that can be achieved by any given Bid, meaning the sum of scores for each of the rated criteria in the technical specifications

$X$  = weight for the Cost as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

### **Multiple Contracts (ITB 34.4)**

If in accordance with **ITB 1.1**, Bids are invited for more than one lot, the contract will be awarded to the Bidder or Bidders with the Most Advantageous Bid for the individual lots.

The evaluation will be made for each lot separately and the contract for a lot shall be awarded to the Bidder whose bid is determined substantially responsive and with highest evaluated score for individual lots for which the Bidder is qualified.

Discounts that are conditional on the award of more than one lot will not be considered for bid evaluation purpose.

## Section IV - Bidding Forms

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## Letter of Bid – Technical Part

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

*Place this Letter of Bid in the first envelope “TECHNICAL PART”.*

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*

*Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

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

**RFB No.:** *[insert number of Bidding process]*

**Request for Bid No.:**

*[see note above, ONLY insert the number and identification of lots(contracts) that is submitted with this Letter of Bid, which shall be consistent with the Letter of Bid – Financial Part].*

*[In case a Bidder (either a sole or a joint venture) wishes to submit a bid for one lot then it shall only submit one Letter of Bid.]*

*[In case a Bidder (either a sole or a joint venture) wishes to submit bids for more than one lot with the same or different JV members then the Bidder shall submit a separate Letter of Bid for each corresponding lot.]*

*[insert lot(contract) name according to your bid, using the following format]*

*Lot 1: Procurement of Linac (Single Energy)*

*Lot 2: Procurement of Linac-West Indonesian (Variable Energy)*

*Lot 3: Procurement of Linac-East Indonesian (Variable Energy)*

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

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

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);

- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Purchaser's country in accordance with ITB 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by IsDB of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) [have not been subject to disqualification by IsDB for non-compliance with SEA/ SH obligations.]
  - (ii) [are subject to disqualification by IsDB for non-compliance with SEA/ SH obligations.]
  - (iii) [had been subject to disqualification by IsDB for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]
- (e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
  - (f) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  - (g) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
  - (h) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than Alternative Bids submitted in accordance with ITB 13;
  - (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the IsDB Group or a debarment imposed by the IsDB Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the IsDB and other development banks. Further, we are not ineligible under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the Organization of the Islamic Cooperation, the League of Arab States and the African Union;
  - (j) **Government-owned entity:** *[select the appropriate option and delete the other]* *[We are not a government-owned entity]* / *[We are a government-owned entity but meet the requirements of ITB 4.6]*;

- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and**
- (m) **Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting** for us, or on our behalf, engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

## Technical Part

The technical bid shall include all relevant information required to evaluate the technical Part in accordance with the requirements. Bidder shall refer and respond to the detailed specifications attached with this bidding document for the technical requirements of the medical equipment.

To establish the conformity of the Goods and Related Services to the RFB document, the Bidder shall furnish the documentary evidence that the Goods conform to the technical specifications and standards, including any essential technical and performance characteristics specified in Section VII, Schedule of Requirements. Any required functional guarantees shall also be provided. The attached forms/format may support the Bidder to organize information required to present its technical bid.

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.

In the interest of timely bid evaluation and contract award, Bidders are encouraged not to overload the supporting materials with documents that do not directly address the Purchaser's requirements.

The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.

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

If the contract has been assessed to present potential or actual cyber security risks, the technical bid must include proposed cyber security risks management plan.

If there are assessed supply chain risks, the technical bid must include proposed supply chain risk management plan.

The Manufacturer's Authorizations shall be included in accordance with ITB BDS 17.2 (a) and the attached Manufacturer's Authorization form.

## Technical Bid Checklist

Technical Requirement No. Lot	Technical Requirement: Refer to the technical document for Linac Lot 1: Procurement of Linac (Single Energy) Lot 2: Procurement of Linac-West Indonesian (Variable Energy) Lot 3: Procurement of Linac-East Indonesian (Variable Energy)
Bidder's technical bid/ compliance: <u>Technical specifications and requirements</u>	
Bidder's cross references to supporting information in the Technical Bid: <ol style="list-style-type: none"> <li>1. <u>Documents – compliance evidence for technical specifications and requirements (indexed and labelled)</u></li> <li>2. <u>License for Special equipment design, manufacture and installation, where applicable</u></li> <li>3. <u>Proposed accessories without specifying price (5 years binding)-</u></li> <li>4. <u>Proposed consumables without specifying price (5 years binding)</u></li> <li>5. <u>Proposed comprehensive maintenance without specifying price (Year 6 – 10)</u></li> <li>6. <u>Notifications of hazards, alerts and recalls</u></li> </ol>	

## **Functional Guarantees**

To be submitted as part of the Device-Specific Excel spreadsheet on technical specifications.

## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]*

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

RFB No.: *[insert number of RFB process]*

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

To: *[insert complete name of Purchaser]*

### WHEREAS

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

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

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

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

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

Title: *[insert title]*

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

## Bidder Information Form

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

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

RFB No.: *[insert number of Bidding process]*

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

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  <input type="checkbox"/> In case of government-owned entity, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Purchaser</li> </ul>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

## Bidder's JV Members Information Form

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

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

RFB No.: *[insert number of RFB process]*

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

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

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.  <input type="checkbox"/> In case of a government-owned entity, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

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

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

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

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

## Form of Bid-Securing Declaration

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

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

RFB No.: *[number of RFB process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

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

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

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

Name of the Bidder\* \_\_\_\_\_

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

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

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

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

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

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

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

## Letter of Bid - Financial Part

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

*Place this Letter of Bid - Financial Part in the second envelope marked “FINANCIAL PART”.*

*The Bidder must prepare the Letter of Bid - Financial Part on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form and Bidders shall delete it from the final document..*

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

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

**Request for Bid No.:**

*[see note above, ONLY insert the number and identification of lots(contracts) that is submitted with this Letter of Bid, which shall be consistent with the Letter of Bid – Financial Part].*

*[In case a Bidder (either a sole or a joint venture) wishes to submit a bid for one lot then it shall only submit one Letter of Bid.]*

*[In case a Bidder (either a sole or a joint venture) wishes to submit bids for more than one lot with the same or different JV members then the Bidder shall submit a separate Letter of Bid for each corresponding lot.]*

*[insert lot(contract) name according to your bid, using the following format]*

*Lot 1: Procurement of Linac (Single Energy)*

*Lot 2: Procurement of Linac-West Indonesian (Variable Energy)*

*Lot 3: Procurement of Linac-East Indonesian (Variable Energy)*

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

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

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

(a) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; consistent with the identification number of lots specified in Letter of Bid – Technical Part

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

(c) **Discounts:** The discounts offered and the methodology for their application are:

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

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

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

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

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

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

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

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

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

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated in ITB 14 using the Device-Specific Excel Spreadsheet for Financial Part, available in the following link <https://ihss.kemkes.go.id/>.*

*(i) The bidder is requested to quote the full list of line items individually in column 1 of the Price Schedules, which must match the List of Goods and Related Services specified by the Purchaser in the Section VII Schedule of Requirements.*

*(ii) The bidder is requested to include separate cost items for each of the “Related Services” items listed in the Section VII Schedule of Requirements in the “Related Services Price and Completion Schedule”]*

## SUMMARY OF PRICE SCHEDULES

### 1. Bid Price

*Note for Bidders: The total amounts from other price schedules [(c) (d)+(e)+(f)] and the Total Bid Price [(a) and (b)], to be matched with the amount in Letter of Bid – Financial Part*

#### CURRENCY(IES)

*Bidder to kindly indicate all currencies in which Bid price is quoted (maximum of 3 foreign currencies in addition to the currency of the Purchaser's Country [IDR]).*

Currency of the Purchaser's Country <i>[Kindly do not edit]</i>	Foreign currency 1 <i>[Bidder to select, if applicable]</i>	Foreign currency 2 <i>[Bidder to select, if applicable]</i>	Foreign currency 3 <i>[Bidder to select, if applicable]</i>
IDR			

*The columns below will be auto-filled. Kindly do not edit*

(a)	<b>Letter of Bid - Financial Part (Including Tax)</b> <i>Calculation (for reference): (c) + (d) + (e) + (f)</i>	-	-	-	-
(b)	<b>Letter of Bid - Financial Part (Excluding Tax)</b> <i>Calculation (for reference): (a) - (g) - (h) - (i)</i>	-	-	-	-
(c)	Price Schedule: Goods Manufactured Outside the Member's Country, to be Imported	-			
(d)	Price Schedule: Goods Manufactured Outside the Member's Country, already imported	-			
(e)	Price Schedule: Goods Manufactured in the Member's Country	-			
(f)	Price and Completion Schedule - Related Services	-			

### 2. Tax exclusion in accordance with ITB 34.5:

*The columns below will be auto-filled. Kindly do not edit*

(g)	Amount of sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder, included and priced in (e)	-			
(h)	Amount of customs duties and other import taxes levied on the imported Good, sales and other similar taxes, included in (c)	-			
(i)	Amount of customs duties and other import taxes levied on the imported Good, sales and other similar taxes, included in (d)	-			

**Price Schedule: Goods Manufactured Outside the Member's Country, to be Imported**

(Group C Bids, goods to be imported) Currencies in accordance with ITB 15										Date: [Insert date] RFB No: [Insert RFB No] Alternative No: [Insert Alternative No] Page No (of total No): [Insert page No and (total page No)]									
1	2	3	4	5		6		7		8		9		10					
Line Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and name of the physical unit		Unit price DDP Price net of Custom Duties and Import Taxes, inland transportation insurance, and other services required in the Purchaser's Country to convey the goods to their final destination per line item		Custom Duties and Import Taxes to be paid per unit in accordance with ITB 14.8(b)(ii)		Unit price for inland transportation, insurance and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (b)(iii)		Unit price DDP [insert place of destination] in accordance with ITB 14.8(b)(i)		Total Price per line item [Col 5x(6+7+8)]					
[Number of the item. This column will be auto-filled. Kindly do not edit]	[Insert name of Good]	[Insert country of origin of the Good]	[Insert quoted Delivery Date]	[Insert number of units to be supplied]	[Insert name of the physical unit]	[Insert currency code]	[Insert unit price DDP price net of Custom Duties and Import Taxes inland transportation, insurance, and other services required in the Purchaser's Country to convey the goods to their final destination.]	[Insert currency code]	[Insert Custom Duties and Import Taxes to be paid per unit]	[Insert currency code]	[Insert price per line item for inland transportation, insurance, and other services required in the Purchaser's Country]	[Insert currency code]	[Insert unit price DDP]	[Currency. This column will be auto-filled. Kindly do not edit]	[DDP Price per line item, net of Custom Duties and Import Taxes, inland transportation insurance, and other services required in the Purchaser's Country to convey the goods to their final destination (Col. 5+6). This column will be auto-filled. Kindly do not edit]	[Currency. This column will be auto-filled. Kindly do not edit]	[Amount of Custom Duties and Import Taxes to be paid per line item (Col 5*7). This column will be auto-filled. Kindly do not edit]	[Currency. This column will be auto-filled. Kindly do not edit]	[Price per line item for inland transportation, insurance, and other services required in the Purchaser's Country (Col 5*8). This column will be auto-filled. Kindly do not edit]
1										IDR					-			IDR	-
2										IDR					-			IDR	-
3										IDR					-			IDR	-
4										IDR					-			IDR	-
5										IDR					-			IDR	-
6										IDR					-			IDR	-
7										IDR					-			IDR	-
8										IDR					-			IDR	-
9										IDR					-			IDR	-
10										IDR					-			IDR	-

\*Breakdown cost is needed for the purpose of domestic preference application only, if applicable

**Currency(ies) used**

Bidder to kindly indicate all currencies used in the table above (maximum of 3 foreign currencies in addition to the currency of the Purchaser's Country [IDR]).

Kindly note that macros must be enabled to be able to add/delete rows

Currency of the Purchaser's	Foreign currency 1	Foreign currency 2	Foreign currency 3
IDR			

**Sub-Totals and Total Price [This section will be auto-filled. Kindly do not edit]**

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [Ins

	Currency [This column will be auto-filled. Kindly do not edit]	Price [This column will be auto-filled. Kindly do not edit]
Subtotal 1: DDP Price, net of Custom Duties and Import Taxes, inland transportation insurance, and other services (sum of column P)	IDR	-
Subtotal 2: Custom Duties and Import Taxes to be paid (sum of column R)	IDR	-
Subtotal 3: Inland transportation, insurance, and other services required in the Purchaser's Country (sum of column T)	IDR	-
<b>TOTAL PRICE: Subtotal 1 + Subtotal 2 + Subtotal 3</b>	IDR	-

**Price Schedule: Goods Manufactured Outside the Member's Country, already imported\***

(Group C Bids, Goods already imported) Currencies in accordance with ITB 15											Date: [Insert date]	RFB No: [Insert RFB No]	Alternative No: [Insert Alternative No]	Page No (of total No): [Insert page No and (total page No)]												
1	2	3	4	5		6		7		8		9		10		11		12								
Line Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and name of the physical unit		Unit Price DDP net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii)		Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(i) , [to be supported by documents]		Unit price DDP including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)		Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5-6)		Unit price per for inland transportation, insurance and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)		Sales and other taxes paid or payable per unit if Contract is awarded (in accordance with ITB 14.8(c)(iv)		Total Price per line item [Col. 9+5x(10+7+11)]								
[Number of the item. This column will be auto-filled. Kindly do not edit ]	[Insert name of Good]	[Insert country of origin of the Good]	[Insert quoted Delivery Date]	[Insert number of units to be supplied]	[Insert name of the physical unit]	[Insert currency code]	[Insert unit price DDP net of customs duties and import taxes.]	[Insert currency code]	[Insert custom duties and taxes paid per unit]	[Insert currency code]	[Insert unit price DDP including Custom Duties and Import Taxes paid.]	[Currency. This column will be auto-filled. Kindly do not edit ]	[Price per line item net of custom duties and import taxes. This column will be auto-filled. Kindly do not edit ]	[Insert currency code]	[Insert price per unit for inland transportation, insurance and other services required in the Purchaser's Country]	[Insert sales and other taxes payable per unit if Contract is awarded]	[Currency. This column will be auto-filled. Kindly do not edit ]	[Price per line item, net of Custom Duties and Import Taxes paid (Col 9). This column will be auto-filled. Kindly do not edit ]	[Currency. This column has been auto-filled. Kindly do not edit ]	[Price per line item] for inland transportation, insurance, and other services required in the Purchaser's Country (Col 5*10). This column will be auto-filled. Kindly do not edit ]	[Currency. This column will be auto-filled. Kindly do not edit ]	[Insert price per line item for Custom Duties and Import Taxes paid (Col 5*7). This column will be auto-filled. Kindly do not edit ]	[Currency. This column will be auto-filled. Kindly do not edit ]	[Insert price per line item for Sales and other taxes paid or payable per item if Contract is awarded (Col 5*11). This column will be auto-filled. Kindly do not edit ]		
1												-	IDR													
2												-	IDR													
3												-	IDR													
4												-	IDR													
5												-	IDR													
6												-	IDR													
7												-	IDR													
8												-	IDR													
9												-	IDR													
10												-	IDR													

Currency(ies) used  
Bidder to kindly indicate all currencies used in the table above (maximum of 3 foreign currencies in addition to the currency of the Purchaser's Country [IDR]).

Currency of the Purchaser's Country IDR	Foreign currency 1	Foreign currency 2	Foreign currency 3
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Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Sub-Totals and Total Price [This section will be auto-filled. Kindly do not edit ]

	Currency [This column will be auto-filled. Kindly do not edit ]	Price [This column will be auto-filled. Kindly do not edit ]
Subtotal 1: DDP Price, net of Custom Duties and Import Taxes paid (sum of column T)	IDR	-
Subtotal 2: Inland transportation, insurance, and other services required in the Purchaser's Country (sum of column V)	IDR	-
Subtotal 3: Custom Duties and Import Taxes paid (sum of column X)	IDR	-
Subtotal 4: Sales and other taxes paid or payable per item if Contract is awarded (sum of column Z)	IDR	-
Subtotal 5: Total customs duties and other import taxes levied on the imported Good, sales and other similar taxes (Subtotal 3 + Subtotal 4)	IDR	-
<b>TOTAL PRICE: Subtotal 1 + Subtotal 2 + Subtotal 3 + Subtotal 4</b>	IDR	-

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

Price Schedule: Goods Manufactured in the Member’s Country (Indonesia)

Purchaser’s Country													Date: [Insert date] RFB No: [Insert RFB No] Alternative No: [Insert Alternative No] Page No (of total No): [Insert page No and (total page No)]	
1	2	3	4		5		6		7		8		9	
Line Item No	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit		Unit price DDP including the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination		Sales and other taxes payable per unit if Contract is awarded (in accordance with ITB 14.8(a)(ii))		Unit price DDP net of Sales and other taxes payable per unit		Cost of local labor, raw materials and components from with origin in the Purchaser’s Country% of Col. 5		Total Price per line item (Col. 4x7)	
[Number of the item. This column will be auto-filled. Kindly do not edit ]	[Insert name of Goods]	[Insert quoted Delivery Date]	[Insert number of units to be supplied ]	[Insert name of the physical unit]	[Insert currency code]	[Insert DDP unit price including the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination]	[Insert sales and other taxes payable per unit if Contract is awarded]	[Insert currency code]	[Insert unit price DDP net of sales taxes and other taxes payable (Col. 5 - Col. 6).]	[Currency. This column will be auto-filled. Kindly do not edit ]	[Insert %]	[Cost of local labor, raw material and components from within the Purchase’s country as a % of the DDP price per unit (Col. 5 x percentage indicated in Col 8). This column will be auto-filled. Kindly do not edit ]	[Currency. This column has been auto-filled. Kindly do not edit ]	[Total price per line item. This column will be auto-filled. Kindly do not edit ]
1					IDR		IDR		IDR		IDR		-	-
2					IDR		IDR		IDR		IDR		-	-
3					IDR		IDR		IDR		IDR		-	-
4					IDR		IDR		IDR		IDR		-	-
5					IDR		IDR		IDR		IDR		-	-
6					IDR		IDR		IDR		IDR		-	-
7					IDR		IDR		IDR		IDR		-	-
8					IDR		IDR		IDR		IDR		-	-
9					IDR		IDR		IDR		IDR		-	-
10					IDR		IDR		IDR		IDR		-	-

Currency(ies) used [This section has been auto-filled. Kindly do not edit ]

Currency of the Purchaser’s Country [Kindly do not edit ]	Foreign currency 1 [Bidder to select, if applicable]	Foreign currency 2 [Bidder to select, if applicable]	Foreign currency 3 [Bidder to select, if applicable]
IDR			

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

Sub-Totals and Total Price [This section will be auto-filled. Kindly do not edit ]

	Currency [This column has been auto-filled. Kindly do not edit ]	Price [This column will be auto-filled. Kindly do not edit ]
	IDR	-
<b>Subtotal 1: Sales and other taxes payable per unit if Contract is awarded</b>		-
		-
		-
	IDR	-
<b>TOTAL PRICE (sum of Col. 9)</b>		-
		-
		-

Price Schedule: Goods Manufactured in the Member's Country (outside Indonesia), to be Imported

(Group C Bids, goods to be imported) Currencies in accordance with ITB 15										Date: [Insert date] RFB No: [Insert RFB No] Alternative No: [Insert Alternative No] Page No (of total No): [Insert page No and (total page No)]								
1	2	3	4	5		6		7		8		9		10				
Line Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and name of the physical unit		Unit price DDP Price net of Custom Duties and Import Taxes, inland transportation insurance, and other services required in the Purchaser's Country to convey the goods to their final destination per line item		Custom Duties and Import Taxes to be paid per unit in accordance with ITB 14.8(b)(i)		Unit price for inland transportation, insurance and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (b)(iii)		Unit price DDP [insert place of destination] in accordance with ITB 14.8(b)(i)		Total Price per line item [Col 5x(6+7+8)]				
[Number of the item. This column will be auto-filled. Kindly do not edit]	[Insert name of Good]	[Insert country of origin of the Good]	[Insert quoted Delivery Date]	[Insert number of units to be supplied]	[Insert name of the physical unit]	[Insert unit price DDP price net of Custom Duties and Import Taxes inland transportation, insurance, and other services required in the Purchaser's Country to convey the goods to their final destination.]	[Insert currency code]	[Insert Custom Duties and Import Taxes to be paid per unit]	[Insert currency code]	[Insert unit price for inland transportation insurance, and other services required in the Purchaser's Country]	[Insert currency code]	[Insert unit price DDP]	[Currency. This column will be auto-filled. Kindly do not edit]	[DDP Price per line item, net of Custom Duties and Import Taxes, inland transportation insurance, and other services required in the Purchaser's Country to convey the goods to their final destination (Col. 5x6). This column will be auto-filled. Kindly do not edit]	[Currency. This column will be auto-filled. Kindly do not edit]	[Amount of Custom Duties and Import Taxes to be paid per line item (Col 5*7). This column will be auto-filled. Kindly do not edit]	[Currency. This column will be auto-filled. Kindly do not edit]	[Price per line item for inland transportation, insurance, and other services required in the Purchaser's Country (Col 5*8). This column will be auto-filled. Kindly do not edit]
1										IDR			-				-	-
2										IDR			-				-	-
3										IDR			-				-	-
4										IDR			-				-	-
5										IDR			-				-	-
6										IDR			-				-	-
7										IDR			-				-	-
8										IDR			-				-	-
9										IDR			-				-	-
10										IDR			-				-	-

\*Breakdown cost is needed for the purpose of domestic preference application only, if applicable

Currency(ies) used

Bidder to kindly indicate all currencies used in the table above (maximum of 3 foreign currencies in addition to the currency of the Purchaser's Country [IDR]).

Kindly note that macros must be enabled to be able to add/delete rows

Currency of the Purchaser's	Foreign currency 1	Foreign currency 2	Foreign currency 3
IDR			

Sub-Totals and Total Price [This section will be auto-filled. Kindly do not edit]

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [Ins

	Currency [This column will be auto-filled. Kindly do not edit]	Price [This column will be auto-filled. Kindly do not edit]
Subtotal 1: DDP Price, net of Custom Duties and Import Taxes, inland transportation insurance, and other services (sum of column P)	IDR	-
Subtotal 2: Custom Duties and Import Taxes to be paid (sum of column R)	IDR	-
Subtotal 3: Inland transportation, insurance, and other services required in the Purchaser's Country (sum of column T)	IDR	-
<b>TOTAL PRICE: Subtotal 1 + Subtotal 2 + Subtotal 3</b>	IDR	-

### Price Schedule: Goods Manufactured in the Member's Country (outside Indonesia), already imported

(Group C Bids, Goods already imported) Currencies in accordance with ITB 15											Date: [Insert date] RFB No: [Insert RFB No] Alternative No: [Insert Alternative No] Page No (of total No): [Insert page No and (total page No)]											
1	2	3	4	5		6		7		8	9	10	11				12					
Line Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and name of the physical unit		Unit Price DDP net of custom duties and import taxes, in accordance with ITB 14.8 (c) (ii)		Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) - [to be supported by documents]		Unit price DDP including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5+6)	Unit price per for inland transportation, insurance and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in ITB 14.8 (c)(v)	Sales and other taxes paid or payable per unit if Contract is awarded (in accordance with ITB 14.8(c)(iv))				Total Price per line item [Col. 9+5x(10+7+11)]					
[Number of the item. This column will be auto-filled. Kindly do not edit]	[Insert name of Good]	[Insert country of origin of the Good]	[Insert quoted Delivery Date]	[Insert number of units to be supplied]	[Insert name of the physical unit]	[Insert unit price DDP net of customs duties and import taxes.]	[Insert unit price DDP including Custom Duties and Import Taxes paid.]	[Insert unit price DDP including Custom Duties and Import Taxes paid.]	[Insert unit price DDP including Custom Duties and Import Taxes paid.]	[Currency. This column will be auto-filled. Kindly do not edit]	[Price per line item net of custom duties and import taxes. This column will be auto-filled. Kindly do not edit]	[Insert price per unit for inland transportation, insurance and other services required in the Purchaser's Country]	[Insert sales and other taxes payable per unit if Contract is awarded]	[Currency. This column will be auto-filled. Kindly do not edit]	[Price per line item, net of Custom Duties and Import Taxes paid (Col 9). This column will be auto-filled. Kindly do not edit]	[Currency. This column has been auto-filled. Kindly do not edit]	[Price per line item for inland transportation, insurance, and other services required in the Purchaser's Country (Col 5+10). This column will be auto-filled. Kindly do not edit]	[Currency. This column will be auto-filled. Kindly do not edit]	[Insert price per line item for Custom Duties and Import Taxes paid (Col 5+7). This column will be auto-filled. Kindly do not edit]	[Currency. This column will be auto-filled. Kindly do not edit]	[Insert price per line item for Sales and other taxes paid or payable per item if Contract is awarded (Col 5+11). This column will be auto-filled. Kindly do not edit]	
1																						
2																						
3																						
4																						
5																						
6																						
7																						
8																						
9																						
10																						

**Currency(ies) used**

Bidder to kindly indicate all currencies used in the table above (maximum of 3 foreign currencies in addition to the currency of the Purchaser's Country [IDR]).

Currency of the Purchaser's Country	Foreign currency 1	Foreign currency 2	Foreign currency 3
IDR			

**Sub-Totals and Total Price [This section will be auto-filled. Kindly do not edit]**

	Currency [This column will be auto-filled. Kindly do not edit]	Price [This column will be auto-filled. Kindly do not edit]
<b>Subtotal 1: DDP Price, net of Custom Duties and Import Taxes paid (sum of column T)</b>	IDR	-
<b>Subtotal 2: Inland transportation, insurance, and other services required in the Purchaser's Country (sum of column V)</b>	IDR	-
<b>Subtotal 3: Custom Duties and Import Taxes paid (sum of column X)</b>	IDR	-
<b>Subtotal 4: Sales and other taxes paid or payable per item if Contract is awarded (sum of column Z)</b>	IDR	-
<b>Subtotal 5: Total customs duties and other import taxes levied on the imported Good, sales and other similar taxes (Subtotal 3 + Subtotal 4)</b>	IDR	-
<b>TOTAL PRICE: Subtotal 1 + Subtotal 2 + Subtotal 3 + Subtotal 4</b>	IDR	-

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

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

### Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15							Date: <i>[Insert date]</i> RFB No: <i>[Insert RFB No]</i> Alternative No: <i>[Insert Alternative No]</i> Page No (of total No): <i>[Insert page No and (total page No)]</i>		
1	2	3	4	5		6		7	
Service No	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit		Unit price		Total Price per Service (Col. 5*6)	
<i>[Number of the item. This column will be auto-filled. Kindly do not edit]</i>	<i>[Insert name of Services consistent with List of Related Services and Completion Schedule in Section VII]</i>	<i>[Insert country of origin of the Services]</i>	<i>[Insert delivery date at place of final destination per Service]</i>	<i>[Insert number of units to be supplied]</i>	<i>[Insert name of the physical unit]</i>	<i>[Insert currency code]</i>	<i>[Insert unit price per unit]</i>	<i>[Currency. This column will be auto-filled. Kindly do not edit]</i>	<i>[Total price per line item. This column will be auto-filled. Kindly do not edit]</i>
1									-
2									-
3									-
4									-
5	Proposed Consumables: Total cost of starter kit					IDR	This column will be auto-filled. Kindly do not edit	IDR	
	Bidder to provide this information in the "Proposed Consumables & Price" sheet. The corresponding cells for the "Unit Price" (Col. 6) and "Total Price per Service" section (Col. 7) will be auto-filled. Kindly do not edit.					This column will be auto-filled. Kindly do not edit	This column will be auto-filled. Kindly do not edit		
						This column will be auto-filled. Kindly do not edit	This column will be auto-filled. Kindly do not edit		
						This column will be auto-filled. Kindly do not edit	This column will be auto-filled. Kindly do not edit		
						This column will be auto-filled. Kindly do not edit	This column will be auto-filled. Kindly do not edit		
	Proposed Consumables: Total projected cost over 5-year period					IDR	This column will be auto-filled. Kindly do not edit	IDR	
Bidder to provide this information in the "Proposed Consumables & Price" sheet. The corresponding cells for the "Unit Price" (Col. 6) and "Total Price per Service" section (Col. 7) will be auto-filled. Kindly do not edit.					This column will be auto-filled. Kindly do not edit	This column will be auto-filled. Kindly do not edit			
					This column will be auto-filled. Kindly do not edit	This column will be auto-filled. Kindly do not edit			
					This column will be auto-filled. Kindly do not edit	This column will be auto-filled. Kindly do not edit			

**Currency(ies) used**

Bidder to kindly indicate all currencies used in the table above (maximum of 3 foreign currencies in addition to the currency of the Purchaser's)

Currency of the Purchaser's	IDR
Foreign currency 1 <i>[Bidder to insert]</i>	
Foreign currency 2 <i>[Bidder to insert]</i>	
Foreign currency 3 <i>[Bidder to insert]</i>	

Note for Bidders: The price of proprietary consumables is fixed and binding for five years (including delivery) starting from the date of successful Acceptance Testing & Commissioning. The supply of a starter kit is included in the bid price. Total projected cost of consumables over 5-year period as quoted by the bidder in the Price Schedule of Proposed Consumables and Price (5 years) shall be added to the Bid Price for evaluation purpose. This cost will not be included in the Bid Price or Contract Amount.

**Total Price *[This section will be auto-filled. Kindly do not edit]***

	Currency <i>[This column will be auto-filled. Kindly do not edit]</i>	Price <i>[This column will be auto-filled. Kindly do not edit]</i>
TOTAL PRICE	IDR	-
(Sum of Col. 9, excluding total cost of additional sets of proposed consumables)		-

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Price Schedule - Recurrent Costs for Operation and Maintenance Cost

Currency: *[specify: the currency of the Recurrent Costs in which the costs expressed in this Table are expressed]*

		All-inclusive costs – lump-sum (for costs in <i>[insert: currency ]</i> )										
No.	Activity	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	Sub-total
1	<b>Total cost for operations and maintenance services</b> in accordance with Section VII Schedule of Requirements – 2. Operation and Maintenance requirements will include the following activities but not be limited to:	[Leave This Section Blank]										
a)	Spare parts needing replacement						<i>[Insert quoted recurrent cost annually Y6 to Y10 or Y8 to Y10, under each respective column]</i>					-
b)	Proprietary consumables and listed reagents (as specified in the technical specification) for equipment and its accessories						<i>[Insert quoted recurrent cost annually Y6 to Y10 or Y8 to Y10, under each respective column]</i>					-
c)	Any other proprietary costs incurred during operational support and maintenance services						<i>[Insert quoted recurrent cost annually Y6 to Y10 or Y8 to Y10, under each respective column]</i>					-
d)	User Training and operational support						<i>[Insert quoted recurrent cost annually Y6 to Y10 or Y8 to Y10, under each respective column]</i>					-
e)	Any software and hardware updates including for AI, audiovisual, and privacy and security modalities						<i>[Insert quoted recurrent cost annually Y6 to Y10 or Y8 to Y10, under each respective column]</i>					-
f)	<i>[Add, if any ]</i>						<i>[Insert quoted recurrent cost annually Y6 to Y10 or Y8 to Y10, under each respective column]</i>					-
<b>Annual Subtotals:</b>		-	-	-	-	-	-	-	-	-	-	

Note:

- ▼ (1) The total cost includes the travel costs, accommodation, transportation and all other costs related to the operation and maintenance services for the provided Goods, all reagents and other recurrent costs
- ▼ (2) The bidder must quote recurrent cost for the post mandatory period of warranty and comprehensive operations and maintenance services (Y6–Y10) or the post extended warranty period (Y8–Y10). The bidder is not required to quote recurrent costs for Y1–Y5 (mandatory warranty period), or Y1–Y7 (if opting for the extended period of warranty and comprehensive operations and maintenance services).
- ▼ (3) The recurrent costs shall be included in the bid price for the mandatory period of warranty and comprehensive operations and maintenance services, Y1–Y5, or Y1–Y7 (if opting for the extended period of warranty and comprehensive operations and maintenance services).
- ▼ (4) The recurrent cost will be used for application of Life Cycle Cost Analysis in accordance with the methodology and formula specified in Section III 2. (e)
- ▼ (5) Please ensure that costs are quoted for all line items. If a line item is included at zero cost, please explicitly include this is zero cost.

Authorized Representative: \_\_\_\_\_  
 Name and position: \_\_\_\_\_  
 Bidder's name: \_\_\_\_\_

## Section V - Eligible Countries

### Eligibility for Procurement of Goods, Works and Non Consulting Services under IsDB Project Financing

1. In accordance with Para 1.8.1 of the Procurement Policy of Guidelines for Procurement of Goods, Works and Related Services under Islamic Development Bank Project Financing, (April 2019 edition, amended from time to time), it is a fundamental policy of IsDB that the Goods, Works and related services provided by the Contractor, and its associates and sub-contractors, shall be in strict compliance with the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. The Beneficiary shall advise prospective Bidders that bids will only be considered from Firms that are not subject to these Boycott Regulations. The Bidder shall provide a letter of oath to that effect.

The eligibility of a Firm will be determined during the evaluation process. In cases where Firms withhold information to evade disqualification on account of the eligibility requirement, the Beneficiary will have the right to cancel the contract at any time and also to penalize such Firm and claim compensation for losses incurred, as a consequence thereof, by the Beneficiary and/or IsDB. IsDB reserves the right not to honor any contract if the supplier or contractor involved is found to be ineligible based on the eligibility requirement stated therein.

For the purpose of eligibility, a Member Country (MC) Firm shall comply with all of the following:

- i. it is established or incorporated in a IsDB MC;*
- ii. its principal place of business is located in a IsDB MC; and*
- iii. it is more than 50% beneficially owned by a firm or firms in one or more MC (which firm or firms must also qualify as to nationality) and/or citizens of such MC.*

For the purpose of eligibility, a domestic firm of a MC is defined as follows:

- i. it is established or incorporated in the MC where the Works are to be carried out and/or where the Goods are to be delivered;*
- ii. its principal place of business is located in the Beneficiary MC; and*
- iii. it is more than 50% beneficially owned by a firm or firms in the Beneficiary MC (which firm or firms must also qualify as to nationality) and/or citizens of such MC.*

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

Under ITB 4.8(a) and 5.1: *[insert a list of the countries following approval by IsDB to apply the restriction or state “none”]*.

Under ITB 4.8(b) and 5.1: *[insert a list of the countries following approval by IsDB to apply the restriction or state “none”]*

## Section VI - Fraud and Corruption

(Section VI shall not be modified)

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, (April 2019 edition, amended from time to time)

### **Fraud and Corruption:**

It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts<sup>1</sup>. In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

- a) defines, for the purposes of this provision, the terms set forth 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 practices" 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 practices" 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; and
  - v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB 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 acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph (e) below.
- b) will reject a Bid for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/or their employees, has, directly

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<sup>1</sup> In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

- or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c) will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
  - d) will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures<sup>2</sup>, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
    - i. to be awarded a IsDB-financed contract; and
    - ii. to be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
  - e) will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

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<sup>2</sup> A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding.

## **PART 2 – Supply Requirements**

# Section VII - Schedule of Requirements

## Contents

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## 1. List of Goods and Delivery Schedule

The column "Bidder's offered Delivery date" to be filled by the Bidder

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the Bidder]
1	<b>Procurement of Linac</b>	23	-				
	Lot 1: Procurement of Linac (Single Energy)	3	-	Please refer to detailed table below on list of final destination	December 2025	December 2026	[dd-mm-yyyy]
	Lot 2: Procurement of Linac-West Indonesian (Variable Energy)	11	-	Please refer to detailed table below on list of final destination	December 2025	June 2027	[dd-mm-yyyy]
	Lot 3: Procurement of Linac-East Indonesian (Variable Energy)	9	-	Please refer to detailed table below on list of final destination	January 2026	June 2027	[dd-mm-yyyy]

*Locus Procurement of Linac:*

Lot 1 (Single Energy)

No	Provinces	Hospitals	2025	2026	2027	Total Qty
1	Sumatera Utara	RS Umum Haji Medan	1			1
2	Jawa tengah	RS Umum Pusat Dr. Kariadi	1			1
3	DKI Jakarta	RSUPN Cipto Mangunkusumo	1			1
Total						3

## Lot 2-West Indonesian (Variable Energy)

No	Provinces	Hospitals	2025	2026	2027	Total Qty
1	DKI Jakarta	Rumah Sakit Pusat Otak Nasional Prof. Dr. dr. Mahar Mardjono	1			1
2	Aceh	RS Umum Daerah Dr. Zainoel Abidin	1			1
3	Sumatera Barat	RSUP Dr. M. Djamil	1			1
4	Kepulauan Riau	RS Umum Daerah Raja Ahmad Tabib	1			1
5	Nusa Tenggara Timur	RS Umum Pusat dr. Ben Mboi	1			1
6	Kalimantan Selatan	RS Umum Daerah Ulin Banjarmasin	1			1
7	Sulawesi Utara	RS Umum Daerah ODSK Provinsi Sulawesi Utara	1			1
8	Sumatera Selatan	RS Umum Pusat Dr. Rivai Abdullah		1		1
9	Sumatera Selatan	RS Umum Daerah Siti Fatimah Provinsi Sumatera Selatan	1			1
10	Banten	RSUP Dr. Sitanala Tangerang		1		1
11	Banten	RS Umum Daerah Banten	1			1
Total						11

## Lot 3-East Indonesian (Variable Energy)

No	Provinces	Hospitals	2025	2026	2027	Total Qty
1	Nusa Tenggara Timur	RS Umum Prof. Dr. WZ Johanes		1		1
2	Kalimantan Utara	RS Umum Daerah Tarakan (dr. H. Jusuf SK)		1		1
3	Sulawesi Selatan	RS Umum Daerah Labuang Baji		1		1
4	Sulawesi Selatan	RS Dr. Tadjuddin Chalid, MPH		1		1
5	Sulawesi Tenggara	RS Bahteramas Provinsi Sultra		1		1
6	Gorontalo	RSUD dr. Hasri Ainun Habibie			1	1
7	Maluku	RS Umum Dr. M. Haulussy Ambon			1	1
8	Maluku Utara	RS Umum Daerah Dr. H. Chasan Boesoirie Ternate		1		1
9	Papua Barat	RS Umum Daerah Provinsi Papua Barat		1		1
Total						9

## 2. List of Related Services and Completion Schedule

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

<b>Service</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
	Room readiness and pre-installation services <sup>1</sup> , with Supplier and Purchaser responsibilities detailed in the technical specifications document	1 per unit		At final destination point	<i>Upon delivery of the Goods at final destination point, within 365 days from contract signing</i>
	Inspection, tests and commissioning	1 per unit		At final destination point	<i>Upon delivery of the Goods at final destination point, within 365 days from contract signing</i>
	User Training and Operational Support	2 per unit <sup>3</sup>		At final destination point	As specified in Section VII. 3. Technical Specifications 2.16
	Warranty for Maintenance and repairs Y1 to Y5 or Y1 to Y7 <sup>2</sup>	5 or 7 years		At final destination point	5 or 7 years upon Acceptance
	Proprietary consumables (Starter kit) <sup>4</sup>	1 set per unit		<i>During warranty and comprehensive operation and maintenance period</i>	<i>Upon delivery of the Goods at final destination point, within 365 days from contract signing</i>

	Proprietary consumables (Additional sets) <sup>5, 6</sup>	5 years		<i>During warranty and comprehensive operation and maintenance period</i>	5 years upon Acceptance
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**Note:**

- 1) If applicable
- 2) Y1 to Y5 is applicable to bidders not offering two years extension of warranty and comprehensive operations and maintenance contract, while Y1 to Y7 is applicable to bidders who do offer two years extension of warranty and comprehensive operations and maintenance contract.
- 3) The second user training may be held online.
- 4) The cost of the starter kit to be provided for each installed unit, forms part of the bid price.
- 5) The price of additional proprietary consumables is fixed and binding for five years (including delivery) upon successful Acceptance Testing & Commissioning. The estimated price for five years is not included in the bid price, but will be taken into account in the financial evaluation as stipulated in Section III Evaluation and Qualification Section Financial Part Point 2.(g).
- 6) Total projected cost of consumables over 5-year period is quoted by the bidder in the Price Schedule of Proposed Consumables and Price (5 years). This cost will not be included in the Bid Price or Contract Amount

The bidder is expected to fulfill the room requirement as described in the Technical Specification of Linac; whereby the bidder must supply, install and complete the commission of the room related to this equipment incorporating a turnkey service within the determined delivery and installation period of 365 days from the date of contract award and from the subsequent dates of notification for each staggered delivery batch. This includes wet works and painting, wall and floor finishing, ceiling works, necessary radiation shielding (walls, door frames, doors, viewing panes and frames, etc).

The Purchaser is required to provide a room that is of adequate size, meets requirements related to access for installation, appropriate weight bearing, and adequate power supply as mentioned in Facility/site readiness criteria, with specifications provided by the bidder in the technical specifications file accompanying the bid.

The annual quantity of Linac to be procured and delivered for this project is divided into two lots as follows:

Lot 1: Procurement of Linac (Single Energy)

Lot 2: Procurement of Linac-West Indonesian (Variable Energy)

Lot 3: Procurement of Linac-East Indonesian (Variable Energy)

### Facility/site readiness criteria

A fourfold set of readiness criteria below was agreed between Ministry of Health and IsDB/co-financiers is proposed to ensure that the health facilities are adequately prepared to receive and sustainably operate and maintain the new medical devices provided by the Project:

- (a) **Prior availability of equipment in the facility.** This criterion ensures that the results of the gap assessment of health facilities are verified, to confirm the equipment needs of each public health and laboratory facility.
- (b) **Human resource capacity.** This criterion ensures that the health facility has the necessary personnel who are trained and skilled to operate and maintain the medical devices and deliver services.
- (c) **Infrastructure and utility access.** This criterion ensures that the health facility has the infrastructure to accommodate the equipment and operate it sustainably and has access to reliable utilities as required by the type of equipment and appropriate for the level of public health and laboratory facility to support its operation.
- (d) **Adherence to local and national regulations on medical waste.** This criterion ensures that the health facility is compliant with local and national regulations on the safe management and disposal of medical waste.

The Ministry of Health will track facility readiness at least on an annual basis and, upon completion of due verification processes of all readiness criteria, before the equipment to be delivered to the final destination point, the Supplier will be provided written advance notice by the Ministry of Health of the locations that meet all readiness criteria and are therefore ready to receive the equipment. These facilities are then expected to be included in the subsequent delivery of equipment by the Supplier, with inspection, testing, and commissioning to be completed within 365 days from the date the written list of facilities ready to receive the equipment is provided by the Ministry of Health, at contract signing and periodically thereafter

### 3. Technical Specifications

#### 1. INTRODUCTION

The Technical specifications specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. The specifications take into consideration necessary functionalities and capabilities as well as desirable features.

Each Summary of Technical Specifications incorporated asks the Bidder to provide information in the following categories with requirements indicated where appropriate:

- a. Equipment general information including year of first launch/ sold, model details.
- b. Equipment regulatory approvals (local and/or international)
- c. The ability of the equipment to be used for the desired Clinical Applications
- d. Compliance with minimum Performance/ Functionality features
- e. The availability of potentially desirable features
- f. Accessories required for each clinical application
- g. Required Consumables and their availability (staggered delivery for any consumable considering the needs and shelf life with a starter kit for the first 2 months)
- h. Device Physical Attributes
- i. Mechanical and Electrical Requirements (including energy efficiency)
- j. IT Requirements (including cybersecurity concerns where applicable)
- k. Artificial Intelligence (AI) Capability (if applicable)
- l. Telemedicine Capability (If applicable)
- m. Room Requirements
- n. Maintenance and Service Requirements
- o. Availability of after-purchase Service and Support
  - i. Service contracts (i.e., comprehensive, non-comprehensive)
  - ii. Guaranteed availability of spare parts,
  - iii. Warranty Arrangements,
  - iv. Training
  - v. Service Center

## 2. TECHNICAL SPECIFICATIONS TABLE OF COMPLIANCE.

(See attached Device-Specific Excel Spreadsheet for Technical Part, available in the following link, <https://ihss.kemkes.go.id/>)

Compliance is to be indicated for each Item. The “Yes” and “No” columns under BIDDERS RESPONSE are to be filled in by the Bidders. Bidders should place a Check mark in the “Yes” column if the offered Model fully complies with the requirement. If the offered equipment does not meet the specification, the Bidder should place an “x” in the “No” column and specify the nature and quantitative magnitude of the variance in the column to the right.

The Bid of the Bidder who Comments with incomplete information, lacks supportive reference material, or leaves any parameter line blank, would be considered as NON-RESPONSIVE.

In the Technical Specification Table of Compliance, the Bidder should indicate reference to specific page numbers and titles in the relevant supporting documents in the Bidder’s Response’ column, along with copy of any supporting materials demonstrating the compliance of the Goods. In case of any discrepancy between the Table of Compliance and the supporting materials, the Beneficiary shall reserve the right to contact respective manufacturer directly for the purposes of receiving necessary clarifications.

For excel sheet of technical specification with title “Propose Accessories and Price”, “Proposed consumables and Prices” and “Proposed Post Warranty Service”, the Bidder is not required to specify any price or costs information in the technical part of bids instead such information shall be included in the Financial Part of Bids.

The supporting materials should be in form of:

- Catalogues or Product Data Sheets
- Operating Manual of the Goods offered;
- Service Manual of the Goods offered;
- Any other materials demonstrating conformity and acceptability of the declared Goods

## 3. EQUIPMENT TYPE

All goods and materials to be incorporated in the goods must be new, unused, and of the most recent or current models and must incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.

## 4. STANDARDS

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested the provisions of the latest current edition or revision of the relevant standards or codes shall apply,

unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified in this Section will be acceptable.

**5. DOCUMENTATION**

The Successful Bidder must submit 1 copy of the instruction manual (in Bahasa Indonesia and English) with the bid.

The Successful Bidder shall provide the technical documentation stated in the Technical Specifications for performing maintenance and operating repair of the supplied Goods by the technical staff of the Consignee and/or end-users. Such documentation shall include all necessary electrical diagrams, drawings, technical specifications of the devices and their parts, troubleshooting information, safety instructions, etc. that will allow the technical staff of the Consignee and/or end-users to conduct maintenance and operating repair in strict compliance with Goods specifications.

The Successful Bidder is required to state the list and content of documentation to be provided together with the Goods. All documentation shall be in Bahasa and English. All tags/labels on the equipment shall be in Indonesian and English clearly indicating Manufacturer's name and country of origin.

**6. TOOLS.**

The Successful Bidder shall provide a full set of necessary tools for each type of the delivered goods as required according to the operation manual and technical specification for each type of the delivered goods (if applicable).

**7. SPARE PARTS.**

The Bidder shall present the list and quantity of spare parts and materials needed for operating the equipment in compliance with technical specifications stipulated in the Schedule of Requirements.

(See attached Device-Specific Excel Spreadsheet available in the following link <https://ihss.kemkes.go.id/>)

**8. THE EFFICIENCY AND PRODUCTIVITY OF THE OFFERED EQUIPMENT.**

Models, whose technical parameters of which do not meet the technical requirements (minimum requirements of effectiveness / performance specified in the technical specifications) will be evaluated as non-responsive.

**9. TABLE OF COMPLIANCE.**

Tables of Compliance are to be filled for each Item. The column «Conformity to Specifications» is filled by the Bidders. Bidders should designate “meets” if the

offered position fully complies with the requirement. If the offered equipment does not meet the specification, the Bidder should specify the nature and quantitative magnitude of the variance opposite to the appropriate position of specifications.

#### **10. SUSTAINABLE PROCUREMENT**

Any sustainable procurement technical requirements shall be clearly specified. (Refer to IsDB's Guidelines for the Procurement of Goods, Works, and Related Services – Annex I). The sustainable procurement requirements should be:

- consistent with the objectives of the contract.
- specified to enable their evaluation.

#### **11. SUPPLY CHAIN RISKS**

The Bidder must include an assessment of supply chain risks and proposal to manage the risks.

#### **12. INSTALLATION & COMMISSION**

Bidder must clearly describe work and/or Related Services required to achieve full delivery/commission of the equipment including detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.

#### **13. FUNCTIONAL GUARANTEES**

Bidder is asked to provide a list of detailed functional guarantees covered by the warranty period in the Device-Specific Excel Spreadsheet of the Technical Specification (Technical Part) available in the <https://ihss.kemkes.go.id/>.

#### **14. ACCEPTANCE TESTING & COMMISSION**

Upon installation of the Goods at place of final destination, the Bidder must perform in-person Acceptance Testing and Commissioning in the presence of MOH Representative. This shall include Electrical Safety Testing using calibrated test equipment and tools, and procedural checklist. Bidder shall inspect and test all medical equipment supplied to hospital in accordance to manufacturer's recommended procedures.

#### **15. REGISTRATION**

Registration of goods based on the Nomor Izin Edar (NIE, Distribution Permit Number) is required for equipment according to the Minister of Health regulation No.62/2017. However, this shall not be a pre-condition for the bidders to participate in the bidding process and shall not be the basis for rejection. Successful bidders will be offered an accelerated track for NIE registration before contract signing.

**16. USER TRAINING AND OPERATIONAL SUPPORT**

Upon installation of Goods at final destination, the supplier shall provide a minimum of two (2) In-person training sessions at each location. The first training is to be delivered within 2 weeks upon successful Acceptance Testing & Commissioning. The second training is a refresher course, delivered three months later.

Each session will include between 6 and 12 trainees, including medical doctors (histotechnologists and pathologists, etc) and non-medical staff (laboratory technicians, clinical laboratory scientists, biomedical technicians/engineers, etc). Staff should be trained on the proper operation and maintenance of the equipment. At least on a quarterly basis, refresher training sessions should be offered in virtual modality, allowing up to 12 participants from each location to participate. Where less than 6 trainees are available, the hospital shall authorize in writing the exceptional delivery of the course to the smaller cohort.

**17. MAINTENANCE AND REPAIRS DURING WARRANTY PERIOD**

To commence upon successful Acceptance Testing & Commissioning. Warranty duration for a minimum of 5 years, inclusive of annual preventive maintenance and repair services; inclusive of all labor, parts, logistics and transportation.

**18. COMPREHENSIVE SERVICE CONTRACT FOR MAINTENANCE AND REPAIRS**

Comprehensive Service Contract for a minimum of 5 years to commence upon end of Warranty Duration. Inclusive of annual preventive maintenance and repair services; inclusive of all labor, parts, logistics and transportation.

**19. PROPRIETARY CONSUMABLES**

Proprietary consumables for the equipment with the shelf-life information and its accessories and the requirement in terms of quantities/volume for each consumable for quantities specified in the technical specifications document (cost for this set quantity per unit to be provided in the financial bid valid for 5 years and deliver in a staggered manner.

**20. SERVICE**

Required minimum uptime: 95% of required service time, calculated at the lot level for each half-yearly period

Maximum turnaround time for repairs for Region 1 - 4 : 120 Hours, with response commencing within one hour for remote support and within 48 hours for on-site support.

“Hours” means calendar hours, 24 hours equaling 1 calendar day.

**21. ENVIRONMENTAL AND SOCIAL REQUIREMENT**

To fulfill the environmental and social requirement, the Bidder shall provide the following:

1. Occupational Health and Safety (OHS) procedure to address Supplier's personnel safety when carrying out equipment distribution, installation, operation and maintenance in accordance with MoH Regulation No. 14/2021 on good practices for distribution of medical equipment (*Cara Distribusi Alat Kesehatan yang Baik*). At minimum, the OHS procedure shall provide:
  - o *Safety aspects of equipment packaging*: such as product, batch and container identity and label should remain legible and maintained at all times, product's chain of custody, etc.
  - o *Safety aspects during equipment's transportation/distribution*: such as drivers of vehicles should present appropriate documentation, ensure suitable vehicles for the purpose, with sufficient space and appropriately equipped to protect medical products, etc.
  - o *Safety aspects during equipment's installation and maintenance*: such as ensuring suitable electrical fittings for medical equipment, electrical safety, provision of personal protective equipment (PPE), etc.
  - o *OHS awareness/training/information dissemination to Supplier's personnel* such as toolbox meetings, annual refresher training, OHS handbook, etc.
2. Material Safety Data Sheet (MSDS) for relevant equipment and chemicals containing information at the minimum include the following: i) basic information on the material or chemical product, ii) describes the properties and potential hazards of the material and the associated waste or by-product produced, iii) safe use of the product and emergency procedures, and iv) recommendation for waste or by-product handling.

INSERT TECHNICAL SPECIFICATIONS, INCLUDING SCORES AND WEIGHTS FOR RATED CRITERIA

See attached file.

## **4. Drawings**

This bidding document includes *no* drawings.

## 5. Inspections and Tests

The following shall be PROVIDED only by the successful bidder:

### **Inspection**

Upon receipt of the Goods at place of final destination, the Purchaser's Representative shall inspect the Goods or part of the Goods to ensure that they conform to the conditions of the Contract and issue Acceptance Certificate(s) to the Supplier in respect of such Goods (or part of the Goods). The Acceptance Certificate shall be issued within 10 working days of receipt of the Goods or part of Goods at place of final destination and shall include description of Goods, quantity, unit and total prices.

### **Documentation**

Upon Delivery of Goods to final destination point in Purchaser's country the Supplier shall provide following documents:

- Operators Manual, one hard copy per location, supplemented by soft copies in case of updates to the manual in English and Bahasa
- Service Manual, one hard copy per location, supplemented by soft copies in case of updates to the manual in English and Bahasa

### **Commissioning and Training**

Upon Delivery of Goods to final destination point in Purchaser's country the Supplier shall provide following:

- Operational Testing to ensure proper operation witnessed by MOH staff
- Training consistent with the provisions detailed in Section VII.2.3.16

## **PART 3 – Contract**

# Section VIII - General Conditions of Contract

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## Section VIII. General Conditions of Contract

### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Acceptance": The process of inspection, testing, and commissioning of Goods or part of the Goods delivered at their place of final destination, whereby it is assessed that these delivered Goods or part of the Goods have been installed and are operational according to Contract specifications.
  - (b) "Acceptance Certificate": The document issued by the Purchaser's Representative upon satisfactory inspection, testing, and commissioning of the Goods or part of the Goods conforming these Goods or part of the Goods adhere to the conditions of the Contract, to be issued in writing within 10 working days of inspection, testing, and commissioning of the Goods or part of Goods at place of final destination and including a description of Goods, quantity, unit and total prices.
  - (c) "Bank" means the IsDB and refers to the Islamic Development Bank.
  - (d) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (e) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
  - (f) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (g) "Date of Acceptance Certificate": Date on which the Purchaser's Representative issues the Acceptance Certificate, to be completed within 10 working days of inspection, testing, and commissioning of the Goods or part of Goods at place of final destination.
  - (h) "Day" means calendar day.
  - (i) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

- (j) “GCC” means the General Conditions of Contract.
- (k) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (l) “Full commissioning” means the acceptance of equipment and provision of first training of the users of the equipment at the facility, in addition to installation, safety check, calibration and commissioning of the equipment, and provision of proprietary consumables.
- (m) “Purchaser’s Country” is the country specified **in the Special Conditions of Contract (SCC)**.
- (n) “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (o) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (p) “SCC” means the Special Conditions of Contract.
- (q) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (r) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (s) “The Project Site,” where applicable, means the place **named in the SCC**.
- (t) “Unitary Contract Price”: The quoted price by the Supplier for each individual physical unit (with the bundled services for that unit, if any) per Lot, including all Goods and part of Goods that make up said physical unit, as per the ‘List of Goods and Delivery Schedule’ in Section VII.

## 2. Contract Documents

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

- 3. Fraud and Corruption**
- 3.1 IsDB requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- (b) The terms EXW, DDP, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.5 Nonwaiver
- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver,

and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

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

### 5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

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

### 7. Eligibility

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

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

### 8. Notices

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

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

## **9. Governing Law**

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

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when:

- (a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country; or
- (b) by the Boycott Regulation Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

## **10. Settlement of Disputes**

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

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

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **11. Inspections and Audit by IsDB**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Goods in

such form and details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, IsDB and/or persons appointed by IsDB to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by IsDB. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of IsDB's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to IsDB's prevailing sanctions procedures).

**12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC**.

**14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.

14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or

benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (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.
- 14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
- 14.9 **Pursuant to the SCC**, the Supplier, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Supplier, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed

to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

14.10 The Supplier shall comply with additional obligations as **specified in the SCC.**

14.11 Each item of Equipment shall, to the extent consistent with the mandatory requirements of the Laws of the Country, become the property of the Purchaser at whichever is the earlier of the following times, free from liens and other encumbrances:

(a) when it is delivered to the Final Destination:

(b) when the Contractor is paid the value of the Equipment under GCC 16.1

#### **15. Contract Price**

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

#### **16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as **specified in the SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

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

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period **set forth in the SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate **shown in the SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

**17. Taxes and Duties**

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**18. Performance Security**

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the **Purchaser in the SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.

**19. Copyright**

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

**20. Confidential Information**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with IsDB or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also

include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

## **22. Specifications and Standards**

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

## **23. Packing and Documents**

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

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified**

**in the SCC**, and in any other instructions ordered by the Purchaser.

**24. Insurance**

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

**25. Transportation and Incidental Services**

25.1 Unless otherwise **specified in the SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as **specified in the SCC**. Subject to

GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification's codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the

Supplier from any warranties or other obligations under the Contract.

## 27. Liquidated Damages

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

## 28. Warranty

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

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

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

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

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

28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense

and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 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.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative

proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

**31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for

default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

**33. Change Orders  
and Contract  
Amendments**

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

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

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after

receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### **35. Termination**

#### **35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **35.2 Termination for Insolvency.**

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not

prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### 35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## 36. Assignment

- 36.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:
- (a) may assign the whole or any part of the Contract with the prior agreement of the other Party, at the sole discretion of such other Party; and
  - (b) may, as security in favor of a bank or financial institution, assign the Party's right to any moneys due, or to become due, under the Contract without the prior agreement of the other Party

## 37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of IsDB that it has completed

all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## APPENDIX TO GENERAL CONDITIONS IsDB's Policy- Corrupt and Fraudulent Practices

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

Guidelines for Procurement of Goods, Works and related services under Islamic Development Project Financing, (April 2019 edition, amended from time to time).

### **Fraud and Corruption:**

It is IsDB's policy to require that Beneficiaries as well as Firms, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of IsDB financed contracts<sup>1</sup>. In pursuance of this policy, the requirements of *IsDB Group Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in IsDB Group-Financed Projects* and sanctions procedures shall be observed at all times. IsDB:

- a) defines, for the purposes of this provision, the terms set forth 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 practices" 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 practices" 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; and
  - v. "obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IsDB 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 acts intended to materially impede the exercise of IsDB inspection and audit rights provided for under Paragraph (e) below.
- b) will reject a Bid for award if it determines that the Bidder recommended for award, or 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;

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<sup>1</sup> In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.

- c) will declare misprocurement and cancel the portion of the Project Financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the Project Financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to IsDB to address such practices when they occur, including by failing to inform IsDB in a timely manner at the time they knew of the practices;
- d) will sanction a Firm or individual, at any time, in accordance with the prevailing IsDB sanctions procedures<sup>2</sup>, including by publicly declaring such Firm or individual ineligible, either indefinitely or for a stated period of time:
  - i. To be awarded a IsDB-financed contract; and
  - ii. To be a nominated sub-contractor, consultant, sub-consultant, Contractor or Supplier of an otherwise eligible Firm being awarded a IsDB-financed contract; and
- e) will require that a clause be included in Bidding Documents and in contracts financed by IsDB, requiring Bidders, including their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, to permit IsDB to inspect all accounts, records and other documents relating to the submission of Bids and contract performance, and to have them audited by auditors appointed by IsDB.

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<sup>2</sup> A Firm or individual may be declared ineligible to be awarded a IsDB-financed contract upon: (i) completion of the IsDB's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanction proceeding.

## APPENDIX 2

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

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

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

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by IsDB for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by IsDB for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by IsDB for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>

Name of the Subcontractor \_\_\_\_\_

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

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

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

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

Countersignature of authorized representative of the Supplier:

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

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

## Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(j)</b>	The Purchaser's Country is: Indonesia
<b>GCC 1.1(k)</b>	The Purchaser is: Ministry of Health (MoH)
<b>GCC 1.1 (p)</b>	The Project Site(s)/Final Destination(s) is/are: Please see Section VII
<b>GCC 1.1 (q)</b>	<p>The term <b>SEA/SH</b> where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> <li>• <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following: <p><b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.</p> <p><b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</p> </li> <li>• <b>“Sexual Harassment” “(SH)”</b> is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by supplier's personnel with other supplier's, or purchaser's personnel.</li> </ul>
<b>GCC 1.1 (r)</b>	<p>The following definitions are maintained:</p> <ul style="list-style-type: none"> <li>• Unplanned Downtime is the duration of time that equipment is not available to perform its intended usage, including due to malfunctions</li> <li>• Planned Downtime is the duration of time that equipment does not function due to planned interventions (including preventive maintenance, software upgrades, regulatory upgrades)</li> <li>• Uptime is the proportion of time that the equipment is available to perform its intended usage. It is calculated as follows:</li> </ul> $\text{Uptime}\% = (\text{Time Available} - \text{Unplanned Downtime}) / \text{Total Time}$ <p>where:</p> <ul style="list-style-type: none"> <li>• Total Time is the duration of time in a given recording period (month)</li> <li>• Time Available is equal to Total Time minus the Planned Downtime</li> </ul>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be Incoterm 2020.

<b>GCC 5.1</b>	The language shall be English.
<b>GCC 8.1</b>	<p>For <b>notices</b>, the Purchaser's address shall be:</p> <p><i>Attentions: Commitment Making Officer: Kenedi Sembiring</i></p> <p><i>Address: Secretariat Directorate General of Advance Health</i></p> <p><i>Floor/ Room number: dr. Adhyatma Building 4th floor block A</i></p> <p><i>Jl. H.R Rasuna Said Blok X5 Kav 4-9.</i></p> <p><i>City: South Jakarta</i></p> <p><i>ZIP Code: 12950</i></p> <p><i>Country: Indonesia</i></p> <p><i>Electronic mail Address: kenedi.sembiring@kemkes.go.id</i></p>
<b>GCC 9.1</b>	The governing law shall be the law of Indonesia.
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><b>(a) Contract with foreign Supplier:</b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(b) Contracts with Supplier national of the Purchaser's Country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p><b>(a) For Goods supplied from abroad, to be imported:</b></p> <p>Delivery term: DDP final destinations.</p> <p>Upon delivery, the Supplier shall notify the Purchaser and the Insurance Company by cable of fax or email the full details of shipment, including Contract number, description of goods, quantity, the transport means, the Shipping and Forwarding Receipt from freight Company showing full details, place of loading, date of shipment, place of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the cargo Insurance Company:</p> <p>(i) Proforma Supplier's invoice showing goods' description, quantity, unit price, and total amount;</p> <p>(ii) Airway bill (AWB) and /or bill of landing, and/or truck transport document (road consignment note; CMR) and/ or railway transport document (railway consignment note), and/or FCR (Forwarders</p>

	<p>Certificate of Receipt), in one Original and one Copy marked “freight prepaid” attesting that the goods are at the irrevocable disposal of the Purchaser;</p> <ul style="list-style-type: none"> <li>(iii) Original of the packing list identifying contents of each package;</li> <li>(iv) Original of the certificate(s) of origin, issued by the Chamber of Commerce or other relevant authority of the country of origin of the Goods or the shipment country;</li> <li>(v) Original of the insurance certificate or the company general insurance certificate.</li> <li>(vi) Manufacturer’s or Supplier’s warranty certificate</li> <li>(vii) Inspection certificate issued by nominated inspection agency</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>The Supplier must notify the Purchaser about date and point of arrival of the Goods in Indonesia and at the site with at least fourteen (14) days before their arrival. The Supplier must notify the Purchaser about any requirement for some of the Goods that would require to ship upfront for pre-installation purpose, which would be required to comply with all above requisites.</p> <p><b>(b) For Goods and Services supplied from within the Purchaser’s country:</b></p> <ul style="list-style-type: none"> <li>(i) Original of the Supplier’s invoice showing goods’ description, quantity, unit price, and total amount;</li> <li>(ii) Original of the packing list identifying contents of each package;</li> <li>(iii) Original of the manufacturer's or supplier's warranty certificate for each equipment;</li> <li>(iv) Original of the certificate(s) of origin, issued by the Chamber of Commerce or other relevant authority of the country of origin of the Goods or the shipment country;</li> <li>(v) Original of the insurance certificate or the company general insurance certificate.</li> <li>(vi) Manufacturer’s or Supplier’s warranty certificate</li> <li>(vii) Inspection certificate issued by nominated inspection agency</li> </ul> <p>The above documents shall be received by the Purchaser before delivery of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>The Supplier must notify the Purchaser about date of delivery of the Goods with at least fourteen (14) days before their arrival at the site. The Supplier must notify the Purchaser about any requirement for some of the Goods that would require to deliver upfront for pre-</p>
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	installation purpose, which would be required to comply with all above requisites.
<b>GCC 14.9</b>	Cyber Security provisions apply for those devices where network connectivity is offered.
<b>GCC 14.10</b>	<p>14.10.1 The Supplier shall provide their existing behavior standard that include general prohibition against misconduct, harassment, and criminal action related to sexual exploitation and abuse / sexual harassment (SEA/SH). If there are no behavior standard or if strengthening of the existing the behavior standard is not possible, supplier will need to agree to project specific Code of Conduct (CoC) of SEA/SH for the Supplier’s personnel carrying out distribution, installation, operational support and maintenance that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:</p> <ul style="list-style-type: none"> <li>(i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier’s or Purchaser’s personnel;</li> <li>(ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</li> <li>(iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</li> <li>(iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.</li> </ul> <p>14.10.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the distribution, installation, operational support, and maintenance is being executed, a Supplier’s personnel that undertakes behaviors that are inconsistent with the code of conduct stated in GCC 14.10. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the distribution, installation, operational support and maintenance is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.</p>

	<p>14.10.3 The Supplier shall provide Supplier’s personnel with an accessible Grievance Mechanism during provision of services to raise workplace concern. The Supplier shall ensure that the Grievance Mechanism is easily accessible and that the Supplier’s personnel is informed.</p> <p>14.10.4 The Supplier shall provide Supplier’s personnel with terms of employment including requirements to protect the workforce during provision of services complying with applicable national regulations.</p>
<b>GCC 14.11</b>	<p>14.11 Each item of Equipment shall, to the extent consistent with the mandatory requirements of the Laws of the Country, become the property of the Purchaser at whichever is the earlier of the following times, free from liens and other encumbrances:</p> <p>(a) when it is delivered to the Final Destination;</p> <p>(b) when the Contractor is paid the value of the Equipment under GCC 16.1.</p>
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
<b>GCC 16.1</b>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in [<i>currency of the Contract Price</i>] in the following manner:</p> <p>(i) <b>On Advance Payment: Ten (10%)</b> percent of the Unitary Contract Price for the quantity ordered in that batch shall be paid within thirty (30) days of signing of the issuance of notice to order by MoH based on facility/site readiness confirmation from health facilities, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are accepted and fully commissioned for respective batch and in the form provided in the bidding document or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Shipment: Twenty-five (25%)</b> percent of the Unitary Contract Price of the quantity of Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance, testing, commissioning, and training: Thirty Five (35%)</b> percent of the Unitary Contract Price for the quantity of Goods accepted and fully commissioned shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. Acceptance and full commissioning will include the first training of the users of the equipment at the facility, in addition to installation, safety check,</p>

	<p>calibration and commissioning of the equipment. In addition to the acceptance payment, the advance payment made under (i) above will also stand fully settled at acceptance.</p> <p>(iv) <b>On uptime performance linked payment: Seven point five (7.5%)</b> percent per half year of the Unitary Contract Price of fully commissioned equipment adjusted for any penalty for delayed repair or higher downtime shall be paid within thirty (30) days of upon submission of claim supported by ASPAK* data for the corresponding period over four (4) half year periods.</p> <p>Payment of local currency portion shall be made in Indonesia Rupiah within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><u>Note*</u>: ASPAK (<i>Aplikasi Sarana, Prasarana, dan Alat Kesehatan</i>) is the main source of data and the MoH's facility-based information system on building, infrastructure, and equipment, triangulated with other health facility data from other reports and surveys such as <i>Rifaskes</i> 2019 and rapid primary data collection.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's Country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in _____ [<i>currency</i>], as follows:</p> <p>(iii) <b>Advance Payment: Ten (10%)</b> percent of the Unitary Contract Price for the quantity ordered in that batch shall be paid within thirty (30) days of signing of the issuance of notice to order by MoH based on facility/site readiness confirmation from health facilities, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are accepted and fully commissioned for respective batch and in the form provided in the bidding document or another form acceptable to the Purchaser.</p> <p>(iv) <b>On Delivery: Twenty-five (25%)</b> percent of the Unitary Contract Price of the quantity of Goods receipt shall be paid upon submission of the documents specified in GCC Clause 13.</p> <p>(v) <b>On Acceptance, testing, commissioning, and training: Thirty Five (35%)</b> percent of the Unitary Contract Price for the quantity of Goods accepted and fully commissioned shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. Acceptance and full commissioning will include the first training of the users of the equipment at the facility, in addition to installation, safety check, calibration and commissioning of the equipment. In addition to the acceptance payment, the advance payment made under (i) above will also stand fully settled at acceptance.</p>
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	<p>(vi) <b>On uptime performance linked payment: Seven point Five (7.5%)</b> percent per half year of the Unitary Contract Price of fully commissioned equipment adjusted for any penalty for delayed repair or higher downtime shall be paid within thirty (30) days of upon submission of claim supported by ASPAK* data for the corresponding period over four (4) half year periods.</p> <p><u>The Supplier may submit invoice for milestones (i), (ii), and (iii) as an aggregated monthly invoice. The invoice for (iv) should be raised per lot as a whole at a six-monthly frequency.</u></p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 45 days after submission by the Supplier of invoices supported by relevant documents.</p> <p>The interest rate that shall be applied is 0.1% per day.</p>
<b>GCC 18.1</b>	<p>A Performance Security shall be required.</p> <p>The amount of the Performance Security shall be 2.5% of the unitary Contract Price for the entire lot.</p>
<b>GCC 18.3</b>	<p>Performance Security shall be either in the form of a Bank Guarantee or a Performance Bond.</p> <p>Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price.</p>
<b>GCC 18.4</b>	<p>After delivery, installation, testing, acceptance, and full commissioning of the Goods for the last batch and before the release of the final uptime performance linked payment for the ordered quantity for this last batch, the Supplier shall adjust the Performance Security to 10 % of the Unitary Contract Price for the remaining quantity of equipment still within the warranty period to cover the remaining years of warranty for this equipment. The Performance Security must be valid for the entire warranty period and shall be discharged and returned to the Supplier as provided in GCC 18.4.</p>
<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>All Goods must be safely packed to protect form damage and breakage during transportation, loading and unloading. Using delivery in wooden cases of containers, each box in a case (or a container) should bear the name of Goods in English.</p> <p>The Supplier shall put into each case a User Manual for each respective equipment, a copy of packing list and testing/inspection certificate. Two copies of detailed packing list for the whole lot shall be put in case #1.</p>

	<p>Cases shall be marked on three sides with indelible paint or ink in English. Marking shall include the following data:  Project Name:  Financing No: Contract # _____  Supplier: _____  Purchaser:  Consignee: [if applicable].  Case #. _____  Gross weight: _____  Net weight _____</p> <p>Small packages containing documents, tools, small parts and etc. included in each case, shall be secured to the main body of the Goods to avoid being lost or thrown away during unpacking. Fragile parts shall be packed separately with warning signs posted on the outer box and case.</p>
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms 2020.
<b>GCC 25.1</b>	Responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms, including as needed offloading the Goods and their placement at the final destination.
<b>GCC 25.2</b>	Incidental services to be provided are: site preparation, testing, installation, operational support, training of personnel, equipment/chemical end-of-life arrangement, such as take-back programs, recycling, or reprocessing of used equipment and on-site post warranty maintenance (service) contract for the period of five (5) years after the warranty period.
<b>GCC 26.1</b>	The inspections and tests shall be as per technical specifications Section VII
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at final destination as per technical specification Section VII
<b>GCC 27.1</b>	The liquidated damage shall be: 1/1000 per day
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10% Unitary Contract Value of the ordered quantity, which should be applied for any delay from Delivery (as per Incoterms) Date specified in 1. List of Goods and Delivery Schedule and final completion date of the services specified in paragraph 1. List of Goods 2. List of Related Services and Completion Schedule under Section VII Schedule of Requirements.

<p><b>GCC 27.2</b></p>	<p>Penalty shall be applied due to delays in repair 0.1% of the <u>Unitary Contract Value of the delayed quantity</u> per day after 5 days from the notification. The penalty will be increased to 0.3% of the <u>Unitary Contract Value of the delayed quantity</u> per day from the 16<sup>th</sup> day. In cases where the manufacturers have opted to split the O&amp;M invoice into notional capital and operational line items, the amount of penalty can be fully applied to the operational line item. The total notional cost allocated to these operational line items should therefore amount to a minimum of 25% of the Unitary Contract Value of the entire lot.</p>
	<p>Delays in Full Commissioning - penalty quantum 0.1% per day of the <u>Unitary Contract Value</u> of the affected quantity shall be applied.</p> <p>Warranty</p> <ul style="list-style-type: none"> <li>• Penalty shall be applied due to the delays in preventive maintenance by 30 days after the scheduled date at 0.1% of the <u>Unitary Contract Value</u> of the affected quantity. Failure to perform corrective maintenance/repairs after downtime more than 5 days – penalty quantum 0.1% of the <u>Unitary Contract Value</u> of the affected quantity shall be applied, which will increase to 0.3% of the <u>Unitary Contract Value</u> of the affected quantity per day from the 16<sup>th</sup> day.</li> </ul> <p>Service Contracts</p> <ul style="list-style-type: none"> <li>• Penalty shall be applied due to the delays in preventive maintenance by 30 days after the scheduled date at 0.1% per day of the <u>Unitary Contract Value</u> of the affected quantity.</li> <li>• Failure to perform corrective maintenance/repairs after downtime more than 5 days – penalty quantum 0.1% of the <u>Unitary Contract Value</u> of the affected quantity shall be applied, which will increase to 0.3% of the <u>Unitary Contract Value</u> of the affected quantity per day from the 16<sup>th</sup> day.</li> <li>• Failure to ensure a minimum average of 95 percent uptime calculated across all fully commissioned equipment over a six-monthly period will result in recourse to contractual remedies pursuant to SCC 16.1.</li> </ul> <p>Maximum penalty during Operational support and Maintenance phase upon acceptance will not exceed 25% of <u>Unitary Contract Value</u> for the entire lot.</p>
<p><b>GCC 28.3</b></p>	<p>The period of validity of the Warranty and the comprehensive on-site operational support and maintenance contract shall be together of minimum 60 months from the date of acceptance of the Goods, which shall be extended for another five years during operational support and maintenance period.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be as stipulated in Section VII</p>

	In partial modification of the provisions, the warranty period shall be five years operation from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7.
<b>GCC 28.5 &amp; 28.6</b>	The period for repair or replacement shall be: five (5) days from the notification, with response commencing within one hour for remote support and within 48 hours for on-site support.
<b>GCC 33.1</b>	The maximum increase or decrease in the quantities of the Goods and Related Services is ten (10) percent.
<b>GCC 33.4</b>	Value engineering proposal is not applicable
<b>GCC 36</b>	36.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party: <ul style="list-style-type: none"> <li>(a) may assign the whole or any part of the Contract with the prior agreement of the other Party, at the sole discretion of such other Party; and</li> <li>(b) may, as security in favor of a bank or financial institution, assign the Party's right to any moneys due, or to become due, under the Contract without the prior agreement of the other Party.</li> </ul>

# Section X - Contract Forms

## Table of Forms

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## Notification of Intention to Award

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

***[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]***

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

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

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

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

**Country:** *[insert country where RFB is issued]*

**Financing No. /Credit No. / Grant No.:** *[insert reference number for Financing/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>

<b>Total combined score:</b>	<i>[insert the total combined score of the successful Bidder]</i>
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**2. Other Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical scores and combined scores.]*

Name of Bidder	Technical Score	Bid Price	Evaluated Bid Cost	Combined Score
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated cost]</i>	<i>[insert combined score]</i>

**3. Reason/s why your Bid was unsuccessful** *[Delete if the combined score already reveals the reason]*

***[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.]***

**4. How to request a debriefing**

**DEADLINE:** The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Guidelines for Procurement of Goods, Works and related services under IsDB Project Financing, April 2019 edition (revised in Feb 2023) (Annex B). You should read these provisions before preparing and submitting your complaint. In addition, the IsDB's Guidance Note "Complaint Management" provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Guidelines (as described in Annex B).

## 6. Standstill Period

**DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

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

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

**Title/position:** \_\_\_\_\_

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

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

## Beneficial Ownership Disclosure Form

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

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder<sup>1</sup>. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

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

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

**RFB No.:** *[insert number of RFB process]*

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

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

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

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

### Details of beneficial ownership

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

**OR**

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

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

**OR**

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

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

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

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

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

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

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

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

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

# Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

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

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

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

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with ITB 48.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

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

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

BETWEEN

- (1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[ insert name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”), of the other part:

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) Letter of Bid - Technical Part
  - (c) Letter of Bid - Financial Part
  - (d) the Addenda Nos. \_\_\_\_\_ (if any)
  - (e) Special Conditions of Contract
  - (f) General Conditions of Contract
  - (g) the Specification (including Schedule of Requirements and Technical Specifications)
  - (h) the completed Schedules (including Price Schedules)
  - (i) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the

Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

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

Signed: *[insert signature]*

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

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

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

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

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

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

## Performance Security

### Option 1: (Bank Guarantee)

*[IsDB, as requested by the successful Bidder, 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]

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> 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...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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.

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*[signature(s)]*

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

## Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier's performance of its obligations under the Contract, including any warranty obligations.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this     day of   20 .

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

## 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]*<sup>1</sup> upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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<sup>1</sup> *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.*

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

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

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

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*[signature(s)]*

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

**Annex: IsDB Group AML & KYC Questionnaire**

## IsDB Group<sup>1</sup> AML & KYC Questionnaire (Non-Financial Institutions)

The following questions are intended to assist the Members of the Islamic Development Bank Group (*hereinafter referred to as "IDBG"*) in their respective customers due diligence. It seeks to collate and document information on the Anti-Money Laundering & Financing of Terrorism Policies & Procedures implemented by their respective customers, professional intermediaries, correspondent banks, consultants and non-governmental organizations.

### 1. General Information

#### 1.1 General Entity Information

Name of the institution	
Country of incorporation or registration	
Registration / License Number	
Legal Form ( <i>for example Public Limited Company, Joint Stock Company, Partnership, limited or unlimited liability etc.</i> )	
Address of Head Office	
Website addresses	
Main activities	
Telephone	
Fax	
Name	
Email Address	

#### 1.2 Ownership Structure

1.2.1 What is the authorized and issued share capital of your institution?

Authorized Capital: \_\_\_\_\_

Issued Share Capital: \_\_\_\_\_

1.2.2 Name of persons or any legal entity who owns or control more than 10% of the shares of your institution:

\_\_\_\_\_

1.2.3 Are the shares of the institution divided in to several classes?

Yes  No  N/A

If yes, list the classes of shares (whether ordinary, preferred, bearer or registered shares): \_\_\_\_\_

<sup>1</sup> Each of the Islamic Development Bank (IsDB), Islamic Corporation for the Insurance of Investment and Export Credit (ICIEC), Islamic Corporation for the Development of the Private Sector (ICD), and International Islamic Trade Finance Corporation (ITFC); is a supra-national, inter-governmental self-regulated of international financial institutions established under its respective Articles of Agreements, having their headquarters in Jeddah, Kingdom of Saudi Arabia (all together are refer to as IsDB Group).

1.2.4 Is your institution publicly traded?  
 Yes  No  N/A

If your answer is “Yes,” please list Exchange & Symbol of your institution.

1.2.5 Does your Entity have branches or subsidiaries? If so, does this questionnaire apply also to your Branches/subsidiaries?

1.2.6 Have there been any significant changes in ownership (exceeding 25%) over the last five years? If yes, please provide details.

**2. Anti-Money Laundering & Financing Terrorism Controls (AML/CFT)**

<b>I. General AML Policies, Practices and Procedures</b>	YES	NO	N/A
1. Are there laws / regulations designed to prevent and deal with money laundering and terrorist financing in the country of incorporation of your company or institution? If yes, please list the names of the relevant laws:			
2. Has your institution developed written policies and procedures to prevent detect and report suspicious transactions/terrorist financing activities?			
3. Does your AML/CFT policy meet the requirement of local laws and the FATF standards?			
4. Does these laws and regulations prohibit your institution from conducting business with or on behalf shell companies.			
5. Is your AML/CFT policy approved by the board of your institution or by a senior committee?			
6. Does your policy require you to identify the source of your customers' funds or income?			
7. Does your institution collect information regarding its customers' business activities and assess its customers' AML policies or practices?			
8. Is your institution subject to the supervision of any regulatory authority? If yes, please give the name of the supervisory/regulatory authority.			
9. Please give the name of the authority to which you must report in case of a suspicion of money laundering and terrorist financing:			

10. In addition to inspections by the government supervisors/regulators, does your institution have an internal audit function or other independent third party that assesses AML policies and practices on a regular basis?			
11. Does your Entity have an established Anti-bribery and corruption Policy (If yes, please provide a copy)			
12. Does your institution have policies to cover relationships with Politically Exposed Persons (PEPs), their families and close associates?			
13. Does your institution have appropriate record retention procedures pursuant to applicable laws? If yes, please state the period of time for which records are kept.			
<b>II. Risk Assessment</b>	YES	NO	N/A
14. Does your institution have a risk-based assessment of customer base and their transactions?			
15. Does your institution determine the appropriate level of enhanced due diligence necessary for those categories of customers and transactions that your institution has reason to believe pose a heightened risk of			
<b>III. Know Your Customer, Due Diligence and Enhanced Due Diligence</b>	YES	NO	N/A
16. Does your institution require the verification of identification information for all customers and counterparties (individuals or entities) at the establishment of the relationship? (such as; name, nationality, address, telephone number, occupation, age/date of birth, number and type of valid official identification, as well as the name of the country/state that issued it)?			
17. Does your institution have procedures to establish a record for each new customer that contains their respective identification documents and ‘Know Your Customer’ information?			
18. Does your customer identification program require that enhanced due diligence be conducted regarding certain customers that may present a heightened level of money laundering and terrorist financing risk to your institution, such as international private banking and correspondent banking customers, or customers from high risk money laundering and terrorist financing jurisdictions?			
19. Does your institution have a periodic process to review and, where appropriate, update high-risk customer information?			

<b>IV. Reportable Transactions and Prevention and Detection of Transactions with Illegally Obtained Funds</b>	YES	NO	N/A
20. Does your institution have policies or practices for the identification and reporting of transactions that are required to be reported to the authorities?			
<b>V. Transaction Monitoring</b>			
21. Does your institution have a monitoring program for unusual and potentially suspicious activities that could expose your institution to any ML/FT risks.			
22. Does your institution filter payments against relevant United Nations sanctions lists?			
<b>VI. AML Training</b>	YES	NO	N/A
23. Does your Institution provide AML/CTF/Sanctions & Embargoes training to relevant employees that includes: <ul style="list-style-type: none"> <li>• Identification and reporting of transactions that must be reported to government authorities.</li> </ul>			
<ul style="list-style-type: none"> <li>• Examples of different forms of money laundering involving the institution's products and services.</li> <li>• International, national, and internal policies to prevent money laundering. If yes, how frequent are these trainings?</li> </ul>			
24. Does your institution retain records of its training sessions including attendance records and relevant training materials used?			
25. Does your institution have policies to communicate new AML/CTF/Sanctions & Embargoes related laws or changes to existing AML/CTF/Sanctions & Embargoes related policies or practices to relevant employees?			
26. Does your Institution employ third parties to carry out some of the AML/CFT/ Sanctions & Embargoes functions of the institution? If YES Kindly answer below question.			

**VI. Additional Information/documents**

Please attach the following documents along with this form:

- License /Certificate of Registration;
- By-law / Articles of Association.
- AML / CFT / KYC Policy / Guidelines;
- List of Shareholders / owners and their respective shareholding percentage
- List of Board of Directors (or Trustees) including their nationalities & shareholders they represent
- List of Management Team indicating their respective positions and the number of years of

I hereby confirm that the statements given above are true and correct. I also confirm that I am authorized to complete this document.

Name : Signature :

\_\_\_\_\_

Title

\_\_\_\_\_

Date : \_\_\_\_ Official Seal

(P.S. Please ensure that this form is fully filled, duly signed and stamped in order to complete the required onboarding processes).