

**SOCIALIST REPUBLIC OF VIETNAM
ELECTRICITY OF VIETNAM**

**DEMAND-SIDE MANAGEMENT AND ENERGY EFFICIENCY
PROJECT**

**GEF TRUST FUND GRANT
TF 051256 - VN**

Bidding Documents

PROCUREMENT OF COMPACT FLUORESCENT LAMPS

Package 3B

IFB: EVN-SEIER-DSM/3B/9-2005

Hanoi - September 2005

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Section I. Invitation for Bids

Invitation for Bids

GEF Grant TF 051256-VN

IFB: EVN-SEIER-DSM/3B/9-2005

VIETNAM DEMAND-SIDE MANAGEMENT AND ENERGY EFFICIENCY PROJECT

SUPPLY OF 700,000 COMPACT FLUORESCENT LAMPS

PACKAGE 3B

Country: Vietnam

Sector: Electricity

Development Business On-Line

GEF Trust Fund Grant No: TF 051256-VN

1. This invitation for bids follows the general procurement notice for this project that appeared in Development Business No. 596 of November 16, 2002.
2. The Socialist Republic of Vietnam has received a grant from the Global Environment Facility (GEF) which is administered by the World Bank toward the cost of the Demand-Side Management (DSM) and Energy Efficiency Project. It intends to apply part of the proceeds of this Grant to payments under the contract No. EVN-SEIER-DSM/3B/9-2005 for supply of 700,000 compact fluorescent lamps (CFLs).
3. The Electricity of Vietnam now invites sealed bids from eligible bidders for supplying of 700,000 compact fluorescent lamps (CFLs). The expected delivery period is January to March 2006.
4. Bidding will be conducted through the international competitive bidding procedures specified in the World Bank's Guidelines: *Procurement under IBRD Loans and IDA Credits* and is open to all bidders from eligible source countries as defined in the Guidelines. State-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Borrower/Purchaser, and if they are not directly associated with the military and public security units and/or directly through enterprises under the Ministries of Defense and Public Security.
5. Interested eligible bidders may obtain further information from the Electricity of Vietnam and inspect the bidding documents at the address given below from 8:00 to 16:30 hours, starting on August 8, 2005.
6. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of:
VND1,580,000 or US\$100 in case of direct receipt at the address below and local delivery, and

VND2,370,000 or US\$150 in case of oversea delivery.

The method of payment will be in cash or direct deposit into the Purchaser 's bank account as follows:

Electricity of Vietnam

Bank account: 7303 - 0092 E

Bank for Investment and Development of Vietnam

Vincom City Towers, 191 Ba Trieu Str., Hanoi, Vietnam

7. Bids must be delivered to the address below at or before **14:00 on September 16, 2005** (Hanoi time). All bids must be accompanied by a bid security of **US\$ 30,000** or an equivalent amount in a freely convertible currency. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at **14:00 on September 16, 2005**.

Electricity of Vietnam,

18, Tran Nguyen Han, Hoan Kiem, Hanoi, Vietnam

Tel: +84-4-2200.974

Fax: +84-4-8.259.219

**On behalf of
Electricity of Vietnam
Deputy Director**

Nguyen Manh Hung

Section II. Instructions to Bidders

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Instructions to Bidders

A. Introduction

- 1. Source of Funds**
 - 1.1 The Borrower named in the **Bid Data Sheet** has applied for or received a loan or credit (hereinafter called “loan”) from the International Bank for Reconstruction and Development or from the International Development Association (as identified in the Bid Data Sheet and hereinafter interchangeably called “the Bank”) in various currencies equivalent to the U.S. dollar amount indicated in the **Bid Data Sheet** towards the cost of the Project specified in the **Bid Data Sheet**. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Invitation for Bids is issued.
 - 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.
- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995, revised January and August 1996, September 1997, and January 1999, hereinafter referred as the *IBRD Guidelines for Procurement*, except as provided hereinafter.
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
 - 2.3 Government-owned enterprises in the Purchaser’s country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.
- 3. Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *IBRD Guidelines for Procurement*, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the **Bid Data Sheet**, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 5. Content of Bidding Documents**
- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Bank Guarantee Form for Advance Payment
 - (l) Manufacturer’s Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish

all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

- 6. Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Purchaser's address indicated in the **Bid Data Sheet**. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, 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 Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 9. Documents Constituting the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form**
- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 10.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
- (a) **Group A:** Bids offering goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; 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 from within the country of the Purchaser.
 - (c) **Group C:** Bids offering goods of foreign origin to be imported by the Purchaser directly or through the

Supplier's local Agent.

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

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For goods offered from within the Purchaser's country:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;

or

(B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

(ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.

(iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bid Data Sheet**.

(iv) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

(b) For goods offered from abroad:

(i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Bid Data Sheet**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.

- (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid Data Sheet**.
- (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Bid Data Sheet**.
- (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Bid Data Sheet**.
- (v) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 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 **Bid Data Sheet**. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies 12.1 Prices shall be quoted in the following currencies:

- (a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the **Bid Data Sheet**.

- (b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any currency of a Bank member country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 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, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the 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 that 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
- (d) that the Bidder meets the qualification criteria listed in the **Bid Data Sheet**.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) 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 for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet**.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or

(b) a cashier's or certified check.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or

(ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 34; or

(ii) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial

bid validity, the contract price will be increased by a factor specified in the request for extension.

**17. Format and
Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the **Bid Data Sheet**, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

**18. Sealing and
Marking of
Bids**

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the address given in the **Bid Data Sheet**; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 22.1.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the

bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the **Bid Data Sheet**.

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion,

may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

- 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

- 24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25. Conversion to Single Currency**
- 25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:
- (a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;
 - or**
 - (b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.
- 25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.
- 26. Evaluation and Comparison of Bids**
- 26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
- 26.2 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 or goods of foreign origin already located 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 of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP

border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in ITB Clause 26.5:

- (a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bid Data Sheet** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to

EXW/CIF/CIP border point price.

(b) *Delivery schedule.*

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery “adjustment” will be calculated for other bids by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

or

- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.

(d) *Cost of spare parts.*

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bid Data Sheet**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bid Data Sheet**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet**, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

(e) *Spare parts and after sales service facilities in the Purchaser's country.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in

accordance with the criteria specified in the **Bid Data Sheet** or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Bid Data Sheet** will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

(h) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications.

27. Domestic Preference

27.1 If the **Bid Data Sheet** so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Clause 10.2 (a):

27.2 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, pursuant to ITB Clauses 10 and 11.

27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the

lowest, it will be selected for contract award.

27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:

(a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C bid;

or

(b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.

28. Contacting the Purchaser

28.1 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 bid, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

29. Post-qualification

29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of

the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

- 30. Award Criteria** 30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 31. Purchaser's Right to Vary Quantities at Time of Award** 31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids** 32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.
- 33. Notification of Award** 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
- 34. Signing of Contract** 34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 34.2 Within thirty (30) days of receipt of the Contract Form, the

successful Bidder shall sign and date the contract and return it to the Purchaser

35. Performance Security

- 35.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.
- 35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

36. Corrupt or Fraudulent Practices

36.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in

Clauses 5.4 and 24.1 of the General Conditions of Contract.

Section III. Bid Data Sheet

Bid Data Sheet

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

Introduction	
ITB 1.1	Name of Borrower: The Socialist Republic of Vietnam .
ITB 1.1	GEF Trust Fund Grant number: TF 051256 - VN Grant amount: US\$5,500,000
ITB 1.1	Name of Project: Demand-Side Management and Energy Efficiency Project
ITB 1.1	Name of Contract: Package 3B: Supply of 700,000 Compact Fluorescent Lamps .
ITB 4.1	Name of Purchaser: Electricity of Vietnam
ITB 6.1	Purchaser's address, telephone, telex, and facsimile numbers: Electricity of Vietnam 18-Tran Nguyen Han, Hoan Kiem, Hanoi, Vietnam. Telephone: 84-4-2200974. Facsimile: 84-4-8259219.
ITB 8.1	Language of the bid: English .

Bid Price and Currency	
ITB 11.2 (a)	Bidders are required to offer for items (i), (ii) and (iii) with final destinations specified in Schedule of Requirements
ITB 11.2 (b)	Bidders are required to offer for items (i), and (iv) with final destinations specified in Schedule of Requirements.
ITB 11.5	The price shall be fixed
ITB 12.1 (a)	Prices shall be quoted in U.S. Dollars or Vietnamese Dong.

Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements. <ol style="list-style-type: none"> 1. Goods offered shall be from Manufacturers that have at least two years of experience in manufacturing compact fluorescent lamps. The bidder/manufacturer shall demonstrate in the bid that adequate manufacturing facilities are in existence prior to the date of bid submission. 2. For each Bidder, average annual revenues for the two years prior to the bid must be at least two (2) times the bid price. 3. Manufacturers shall have ISO 9001 or equivalent quality assurance certificate.

	<p>4. A bidder can submit only one bid.</p> <p>5. In the bid, the bidder is required to bid only one option and to supply only one type of lamp produced from one manufacturer, that meets the requirements specified in the Technical Specifications, if not, the bid shall be rejected as nonresponsive.</p> <p>6. If an Agent submits bid on behalf of more than one Manufacturer, such bid will be rejected as nonresponsive.</p> <p>7. Bidders are required to provide details of his experience and capacity to perform the contract and are required to include in the bid submission as follows:</p> <ul style="list-style-type: none"> - Notarized copies of audited financial reports for the last two years in English or in Vietnamese. For Vietnamese bidders, financial statement certified by an authorized agency can be accepted. - Manufacturer's authorization in the case of Trading Agent/Company. - ISO 9001 family certificate or other system of equivalent quality assurance practices that are applied to the manufacturing process of the goods. - Certified test results of performance of the lamp, from a test laboratory accredited to ISO 17025, or equivalent, standard. The submission by local bidders of quality certificate issued by Vietnamese independent inspection institutions can be accepted. - Accreditation Document of the test laboratory. - Notarized copies of Legal business license for bidders/manufacturers in English or in Vietnamese. - Joint-Venture Agreement if the bidder is a Joint-Venture - The number of compact fluorescent lamps sold by the manufacturer in each of the last two years, along with the manufacturer's production capacity. - Submission of 5 samples of compact fluorescent lamps.
ITB 14.3 (b)	Spare parts are not required.
ITB 15.1	Amount of bid security: US\$ 30,000 or an equivalent amount in a freely convertible currency. Bid security must valid for 30 (thirty) days beyond the validity of the bid.
ITB 16.1	Bid validity period: 120 days.
ITB 17.1	Number of copies: 1 (one) original and 5 (five) copies
ITB 17.2	Signing on bids: Signatures on bids must be original. Electronic signatures are not accepted.
ITB 18.2 (a)	Address for bid submission: Electricity of Vietnam Business and Rural Electrification Department, 18, Tran Nguyen Han, Hoan Kiem, Hanoi, Vietnam Telephone: (84-4) 2200974 Facsimile: (84-4) 8259219
ITB 18.2 (b)	IFB title and number: EVN-SEIER-DSM/3B/9-2005
ITB 19.1	Deadline for bid submission: 14:00 on September 16, 2005 (Hanoi time).
ITB 22.1	Time, date, and place for bid opening: 14:00 on September 16, 2005 (Hanoi time) at Electricity of Vietnam, 18 - Tran Nguyen Han, Hoan

	Kiem, Hanoi, Vietnam
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Bid Evaluation	
ITB 25.2	Currency chosen for the purpose of converting to a common currency: U.S. dollars. Source of exchange rate: Selling rate published by the Bank for Foreign Trade of Vietnam (Vietcombank). Date of exchange rate: Friday of the week prior to the date of Bid opening.
ITB 26.4	Criteria for bid evaluation: Evaluation Price = Corrected Bid Price + A + B + C Corrected Bid Price = Bid Price quoted in accordance with ITB Clause 11.2, including EXW or CIF/CIP plus inland transportation, insurance and other local costs to final destination, after unconditional discount and arithmetical corrections. A: Adjustment for quantity deviation on the basis of unit quoted price. For this adjustment bids that offer the higher quantity of goods but not more than 2% of the quantity required in the Schedule of Requirements can be accepted. B (pursuant to ITB 26.4(c)): Adjustment for deviation in payment schedule. C (pursuant to ITB 27): Domestic preference adjustment Adjustment for late delivery is not applicable. Bidders are required to deliver goods within the range specified in the Schedule of Requirements. No adjustments shall be made for different deliveries within this range.
ITB 26.5 (c) (ii)	Deviation in payment schedule: Not Applicable Adjustment shall be made at the rate of six and a half (6.5) percent per annum.
ITB 26.5 (d)	Cost of spare parts: Not applicable.
ITB 26.5 (e)	Spare parts and after sales service facilities in the Purchaser's country: Not applicable
ITB 26.5 (f)	Operating and maintenance costs. Not applicable. Factors for calculation of the life cycle cost: Not applicable.
ITB 26.5 (g)	A bid that includes goods that do not meet the minimum performance requirements in the Technical Specifications shall be rejected as non-responsive.
ITB 27	Domestic Preference to apply: fifteen percent (15%).

Contract Award	
ITB 31.1	Percentage for quantity increase or decrease: Maximum of fifteen (15)

	percent.
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Section IV. General Conditions of Contract

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the organization purchasing the Goods, as **named in SCC**.
- (h) “The Purchaser’s country” is the country **named in SCC**.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and **named in SCC**.
- (j) “The World Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (k) “The Project Site,” where applicable, means the place or places **named in SCC**.
- (l) “Day” means calendar day.

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- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the **SCC**.
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank** 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Bank to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.
- 7. Performance Security**
- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.
- 7.2 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.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.
- 8. Inspections and Tests**
- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the

Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, 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.
- 9.2 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 SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 10.3 Documents to be submitted by the Supplier are **specified in SCC.**

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**

- 11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
- 12. Transportation**
- 12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.
- 13. Incidental Services**
- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

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

13.2 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.

14. Spare Parts

14.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or

workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2 This 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 Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take 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.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of 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 claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

- 16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.
- 17. Prices** 17.1 Prices charged by the Supplier for Goods delivered and 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 SCC** or in the Purchaser's request for bid validity extension, as the case may be.
- 18. Change Orders** 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, 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/or
 - (d) the Services to be provided by the Supplier.
- 18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

- 22. Delays in the Supplier's Performance**
- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages**
- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in 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 SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
- 24. Termination for Default**
- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 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.

26. Termination for Insolvency 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will

not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**27. Termination
for
Convenience**

27.1 The Purchaser, by written 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.

27.2 The Goods that are complete and ready for shipment within thirty (30) 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:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**28. Settlement of
Disputes**

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) 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.

28.2.1 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.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

28.3 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.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

- (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.

30. Governing Language

30.1 The Contract shall be written in the language **specified in SCC**. Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC**.

32. Notices

32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC**.

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

33. Taxes and Duties

33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Section V. Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

<u>Number of GC Clauses</u>	<u>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</u>
1. Definition	
1.1 (g)	The Purchaser is: Electricity of Vietnam The Recipients are: Power Company 1 (PC1), Power Company 2 (PC2) and Power Company 3 (PC3) as specified in the Schedule of Requirements
1.1 (h)	The Purchaser's country is: The Socialist Republic of Vietnam.
1.1 (i)	The Supplier is: _____
1.1 (k)	Project site: The final destinations of delivery as specified in the Schedule of Requirements
1.1 (m)	Effective date of contract: is the date by which the following conditions are fulfilled: <ul style="list-style-type: none"> (i) The contract has been signed by both parties (ii) The contract has been approved by the competent authority of the purchaser.
3. Countries of Origin	
All countries and territories as indicated in Section IX of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement."	
7. Performance Security	
7.1	Within fifteen (15) days from the Effective Date of the Contract, the Supplier shall furnish to the Purchaser the performance security. The amount of performance security, as a percentage of the Contract Price, shall be ten (10) percent of the Contract Price.
7.3(a)	The performance Security shall be issued by a reputable bank acceptable to the Purchaser.
7.4	After delivery and acceptance of the Goods, the performance security shall be returned to the Supplier upon submission of Supplier's warranty security in accordance with Clauses SCC 15.1 and SCC 15.2.
8. Inspection and Tests	
8.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: <ul style="list-style-type: none"> (a) Inspection and Tests in factory prior to shipment of Goods shall be as set out in Section VII, Technical Specifications. (b) Upon arrival at the Final Destination, Goods supplied shall be inspected by VINACONTROL (Vietnam Superintendent and Inspection Company) for quantity, quality. VINACONTROL may also inspect the status of packages, if the Purchaser wishes to do so. The report of VINACONTROL shall be used for claiming purposes, if any, against the Insurance Company,

Shipping Company, and/or the Supplier. All costs connected with the above inspection shall be paid by the Purchaser.

Claim, if any, shall be made by telex, fax to the Supplier and confirmed by registered airmail together with supporting documents not later than thirty (30) days after the unloading of Goods at port and/or airport.

Whenever such claim is proved to be of the Supplier's responsibility, the Supplier shall notify the Purchaser of the results within fifteen (15) days after receipt of the Purchaser's formal claim.

In case of non-conformity or discrepancy, the Supplier is liable to supply at his own expense the required replacement of the defective Goods within one and a half (1.5) months after receiving claim from the Purchaser on the basis of CIF destination Port and/or Airport, the Purchaser will return the non-conformity Goods at the Supplier's request and expense.

(c) Upon arrival at the Final Destination, Goods supplied will also be inspected **and tested** by the Quality Assurance and Testing Center 1 (QUATEST 1) - a national testing agency. The quantity of samples will be in accordance with QUATEST 1's rules. Samples for the test will be taken randomly at the warehouse. The Purchaser and the Supplier may choose to attend the sample-taking if they wish. In any event, the report of the testing Agency will be **recognized by both Purchaser and Supplier** as the legitimate basis on which any claim against the Supplier will be based.

The samples will be tested **by QUATEST 1** to ensure they meet the Technical Specifications for this bid. For each shipment, there will be two types of test: (1) an initial test to ensure that lamps meet product quality specified in the Technical Specifications except for lumen maintenance requirement; and (2) an ongoing test of lamps, to confirm lumen maintenance at 2,000 hours according to the guidelines in the Technical Specifications.

In order to be deemed as passing the initial quality test, at least **96%** sample lamps must pass the test criteria.

If the initial test results are unsatisfactory, the Purchaser reserves the right to reject the entire items/batch of Goods, and the Supplier shall either replace the rejected Goods or make alternations necessary to meet specification requirements free of cost to the Purchaser. In the case of unsatisfactory test results, all testing costs will be charged to the Supplier.

The lamps must also pass the lumen maintenance test as specified in the Technical Specifications. In order to be deemed as passing the lumen maintenance test, at least **80 %** of the sample lamps must pass the lumen maintenance threshold at 2,000 hours.

If the lumen maintenance test results are unsatisfactory, the Purchaser reserves the right to fine the Supplier; to confiscate the Supplier's Performance Security; and the Supplier could be banned from any similar future procurement contracts for compact fluorescent lamps in Vietnam carried out by the Purchaser. Also in the event that the lumen maintenance test results are unsatisfactory, all testing costs will be charged to the Supplier.

The Supplier will be given a Notification of Acceptance of the lamps by

the Purchaser if the test results show that the lamps meet all requirements specified in the Technical Specifications.

9. Packing

9.2

The Supplier is obliged to pack all Goods properly, according to the International Package Standard for fragile products, and should be appropriately packaged for shipment to tropical regions.

All wood and other materials used in packing cases shall be insect free. Adequate protection and precaution are to be taken to exclude termites and other vermin, noxious insects, larvae or fungus from the packing materials.

The Supplier shall protect all steelworks before shipment, to prevent corrosion and/or damage. Bundles of steel sections shall be properly tied together by an approved method and care shall be taken to ensure that they are robust and that they can be handled easily during shipment.

Packing cases where used shall be strongly constructed and in no case shall timber less than 25mm in thickness be used. Cross battens supporting weight in any direction shall not rely for their support on nails or screw driven lengthwise into grain of the wood, but shall be supported by cleats secured from the inside.

Waterproof papers and felt linings shall overlap at seams and the seams secured together in an adequate manner, but the enclosure shall be provided with screened openings to obtain ventilation.

All cases, packages, bundles, etc., shall bear at least the identification mark relating to the appropriate shipping documents, the contents and total weight. The identification marks on the outside manufacturer's name, type of equipment shall be waterproof and permanent.

Such shipping marks on the outside of casings or on the metal tags attached to bundles shall be protected by shellac or varnish to prevent obliteration in transit. All items of material and equipment shall be clearly marked for easy identification against the packing list.

The Purchaser reserves the right to inspect and approve the packing, before the items are dispatched, but such inspection will not exonerate the Supplier from any loss or damage due to faulty packing. The Supplier shall be entirely responsible for ensuring that the packing is suitable for transit and the Supplier shall bear in mind that it will be shipped, stored in harsh environment during a long period.

The shipping mark shall consist of the following information in sequence and in frame commensurate with the size of package:

- a. Consignee: PC1, 2, 3, respectively according the Schedule of Requirements
- b. Project name: Demand-Side Management and Energy Efficiency Project
- c. Contract No.:
- d. Port and/or Airport of destination:
- e. Final destination: as specified in the Schedule of Requirements
- f. Manufacturer:
- g. Item No.... package No:

in sequence and quantity:

- h. Description of contents:
 - (i) Net & gross weight, cubic measurement

.....

Also, in case the weight is over 2 tonnes, all lifts shall be marked to show where slings should be placed.

10. Delivery and Documents

10.3 For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Purchaser, the respective Recipient, and the Insurance Company by cable with the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc.

The Supplier shall mail the following documents to the Purchaser and the respective Recipient, with a copy to the Insurance Company:

- (i) One (1) original and two (2) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) One (1) original and two (2) copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and two (2) copies of nonnegotiable bill of lading;
- (iii) One (1) original and two (2) copies of the packing list identifying contents of each package;
- (iv) One (1) original and two (2) copies of insurance certificate;
- (v) One (1) original and two (2) copies of Manufacturer's or Supplier's warranty certificate;
- (vi) One (1) original and two (2) copies of inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) One (1) original and two (2) copies of certificate of origin issued by the Chamber of Commerce of country of origin.

The above documents shall be received by the Purchaser and respective Recipient at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

For Goods from within the Purchaser's country:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and respective Recipient, and mail to them the following documents:

- (i) Two (2) copies of the Supplier's invoice showing Goods' description, quantity, unit price, VAT and total amount;
- (ii) Detailed packing list
- (iii) Delivery note, railway receipt, or truck receipt;
- (iv) Manufacturer's or Supplier's warranty certificate;

- (v) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vi) Certificate of origin.

The above documents shall be received by the Purchaser and respective Recipient one week before arrival of the Goods. If the documents are not received, the Supplier will be responsible for any consequent expenses.

11. Insurance

- 11.1**
- (a) For Goods supplied from abroad, the Insurance shall be in an amount equal to one hundred and ten (110) percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
 - (b) For Goods supplied from within the Purchaser's country, the Insurance shall be in an amount equal to 110 percent of the EXW/or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

13. Incidental Services

- 13.1** Incidental services to be provided are: **not required.**

14. Spare Parts

- 14.1** Additional spare parts requirements are: **not required.**

15. Warranty

- 15.1** After delivery and acceptance of Goods, the Supplier shall furnish to the Purchaser the Warranty Security issued by a reputable bank acceptable to the Purchaser with the amount of five (5) percent of Contract Price. The Warranty Security will be released within thirty (30) days after the date of expiration of the warranty period.

- 15.2** This warranty shall remain valid for 12 months from the day the Goods are accepted by the Purchaser. The Warranty Security, as specified in SCC 7.4, will be released within thirty (30) days after the date of expiration of the warranty period. 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 replace the defective lamps within one month of receiving the claim from the Purchaser or Receiver. In case the supplier fails to replace the defective lamps, the purchaser will replace them at the supplier's expense.

- 15.4 & 15.5** The period for correction of defects in the warranty period is: one (1) month.

16. Payment

- 16.1** The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in the currency or currencies in which the Contract price has been stated in the following manner:

(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of the Effective Date of the Contract, and upon submission of claim and a bank guarantee for advance payment for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

(ii) On Shipment: Sixty-five (65) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods at final destination upon submission of claim supported by the test report of QUATEST 1 that the products pass the initial test, as specified in SCC 8.1, but not later than 60 days after receipt of the goods at final destination. This payment 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 10.

(iii) On Acceptance of Lumen Maintenance Test: Twenty-five (25) percent of the Contract Price of Goods received shall be paid within thirty (30) days of Acceptance Notification given by the Purchaser and supported by the test report of QUATEST 1 that the products pass the lumen maintenance test specified in the Technical Specifications, but not later than 150 days after receipt of the goods at final destination.

Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in Vietnamese Dong, converted from currency or currencies in which the Contract price has been stated at buying exchange rate issued by the Bank of Foreign Trade of Vietnam (Vietcombank) or by a State Commercial Bank on the time of payment, as follows:

(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of the Effective Date of the Contract, upon submission of claim and a bank guarantee for advance payment for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

(ii) On Delivery: Sixty-five (65) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods at final destination upon submission of claim supported by the initial test

report of QUATEST 1, as specified in SCC 8.1, but not later than 60 days after receipt of the goods at final destination.

(iii) On Acceptance of Lumen Maintenance Test: Twenty-five (25) percent of the Contract Price of Goods received shall be paid within thirty (30) days of Acceptance **Notification given** by the Purchaser and supported by the test report of QUATEST 1 that the products pass the lumen maintenance test specified in the Technical Specifications, but not later than 150 days after receipt of the goods at final destination.

23. Liquidated Damages

23.1 Applicable rate: one-half (0.5) percent of the Contractual Price of the late portion per week.

Maximum deduction: two (2) percent of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

28. Settlement of Disputes

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

If, after thirty (30) days from the commencement of such negotiations (or a period as agreed by the Parties when the dispute arose), the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to Vietnam International Arbitration Center in accordance with its Rules.

30. Governing Language

30.1 The Governing Language shall be English.

31. Applicable Law

31.1 The Applicable Law shall be: the Laws of the Socialist Republic of Vietnam.

32. Notices

32.1

Purchaser's address for notice purposes:

Mr. Nguyen Manh Hung, Deputy Director
Electricity of Vietnam,
18, Tran Nguyen Han, Hoan Kiem, Hanoi, Vietnam
Facsimile: (84-4) 8259219

List of Recipient's addresses for notice purposes:

Power Company 1:

Mr. Nguyen Phuc Vinh, Director
20 Tran Nguyen Han, Hoan Kiem, Hanoi, Vietnam
Facsimile: (84-4) 8244033

Power Company 2:

Mr. Nguyen Thanh Duy, Director
72 Hai Ba Trung, District 1, Ho Chi Minh city, Vietnam
Facsimile: (84-8) 8226956

Power Company 3:

Mr. Tran Dinh Thanh, Director
393 Trung Nu Vuong road, Da Nang city
Facsimile: (84-511) 625071

Supplier's address for notice purposes:

[To be filled in later]

Section VI. Schedule of Requirements

Schedule of Requirements

The delivery schedule expressed in weeks stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises (for goods offered from within Vietnam), or (ii) to the carrier at the specified port of shipment when the contract is placed on CIF terms (for goods offered from abroad). In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

No.	Description	Quantity (Unit)	Recipient	Sea port	Final Destination (2)	Delivery Schedule in weeks from date of Contract effectiveness	
						Required	Bidder's offer (3)
Lot 1	Compact Fluorescent Lamps, as described in Technical Specifications	350,000 (1)	PC1	Haiphong	PC1's warehouse in Haiphong	8 weeks to 12 weeks	
Lot 2	Compact Fluorescent Lamps, as described in Technical Specifications	230,000	PC2	Saigon	PC2's warehouse in HoChiMinh city	8 weeks to 12 weeks	
Lot 3	Compact Fluorescent Lamps, as described in Technical Specifications	120,000	PC3	Danang	PC3's warehouse in Danang	8 weeks to 12 weeks	

Notes:

- 1) For each lot, partial shipment is not allowed.
- 2) PC1's warehouse in Haiphong is about 7 km from Haiphong sea port, PC2's warehouse in HoChiMinh city is about 30 km from Saigon sea port, and PC3's warehouse in Danang is about 10 km from Danang sea port.
- 3) The bidder's offer must be within the required range.

Section VII. Technical Specifications

Technical Specifications¹

I. GENERAL DESIGN

The compact fluorescent lamps (CFLs) must be unitary (a single, non-separable unit containing lamp and ballast, also often referred to as self-ballasted) and designed for applications furnished with a screw socket originally intended to operate standard incandescent bulbs.

Parts	Description/Type
Unit	Unitary/Self-ballasted
Lamp length	≤ 170 millimeters from base to tip of lamp
Ballast	Electronic
Base	Screw: E27
Tube	U-shaped

The compact fluorescent lamps must be adaptable to tropical and humid weather site conditions:

- Maximum monthly average temperature: 35 °C
- Relative humidity: 95 %

II. TECHNICAL SPECIFICATIONS

Items that must be clearly indicated on the CFL product package are indicated in italics.

Laboratory and Test Requirements	Performance Specifications
Laboratory Facility	Must be accredited according to ISO 17025, or equivalent standard. Accreditation document must be provided to EVN.
Testing Conditions	Performed at 25 °C in an atmosphere with maximum relative humidity of 65%.
Position and Initial Burn-in	Measurements should be recorded from products in the Vertical Base Up (VBU) position, after an initial burn-in period of 100 hours at stabilized light output and current.
Test Data and Sample Size	Test data must be from the model for which qualification is sought. Values indicated on the application form shall be calculated as the average of the data from all the units tested.

¹ These technical specifications for Compact Fluorescent Lamps (CFLs) are consistent with the IFC/GEF Efficient Lighting Initiative (ELI) Voluntary Technical Specifications for Compact Fluorescent Lamps (as revised 10 July 2002). These baseline specifications have been chosen as they represent a well-known international standard for CFL quality that has been implemented in many countries worldwide. The following enhancements have been added to the ELI specifications: ≤ 170 millimeters from base to tip of lamp; warranty is 12 months from the date that the goods are accepted by the Purchaser; and a minimum rated starting temperature not be higher than 5 °C. In addition, this procurement specifies lamps with daylight color temperature and with lumen output ≥ 1,100 Lm.

Longevity of Test Results	Test results must be less than two years old, unless manufacturer can document to EVN's satisfaction that older test results accurately portray the performance of the present model.
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Efficiency Specifications

The CFL package must clearly state the performance of the following characteristics, as defined in IEC 60969:

- Rated input power in watts, and
- Light output in lumens.

Efficiency shall be calculated from luminous flux and input power for the specific lamp and ballast combination in the CFL measured at 25 °C and 220 V. To qualify, CFLs shall meet the following minimums:

- At input power of <15 W: ≥ 45 lm/W
- At input power of ≥ 15 W and >4000 CCT: ≥ 55 lm/W

Power Characteristics	Performance Specifications
Input Power	Input power required to achieve the specified lumen output.
Power Factor	Measured in vertical base up position, as defined in IEC 61000, CFLs must have a power factor of 0.5 or greater at maximum power.
Tolerance of Voltage Variation	Manufacturers must state in the application that CFLs will perform within specified parameters at a range of nominal voltages $\pm 10\%$ of rated operating voltage without a reduction in the rated life.
Transient Protection	CFL must comply with IEC 61547.

Operating Characteristics	Performance Specifications
Lamp Start	CFL must continuously illuminate within 1.5 seconds of being switched on at minimum rated starting temperature and maximum power. Prior to measurement, CFL must be switched off for at least 30 minutes.
Rated Operating Temperatures	<i>CFL package must declare the range of rated operating temperatures.</i> The minimum rated starting temperature must not be higher than 5 °C.
Lifetime	CFL must have a minimum rated lifetime of 6,000 hours as defined in IEC 60969. <i>CFL lifetime shall be clearly indicated in hours on product</i>

	<i>packaging.</i>
Safety	CFLs must meet all local safety requirements and the requirements of IEC 60968.

Light Characteristics	Performance Specifications
Lumen Output	<i>Lumen output of the CFL must appear on product packaging</i> The lumen output of the CFL must be ≥ 1100 lumens
Correlated Color Temperature	<i>Correlated color temperature (CCT) of the CFL must appear on product packaging</i> (as defined in IEC 60969 and measured in accordance with IES LM-16-1984). The CFLs supplied shall be “daylight” color temperature (5500 K to 6500 K).
Color Rendering Index	Color Rendering Index (CRI) of at least 80 (as defined in IEC 60969, measured in accordance with CIE 29/2).
Lumen Maintenance	After 2000 hours of operation the luminous flux of CFLs must be $\geq 80\%$ of initial levels (measured in accordance with IES LM-66-1991 or IEC 60969 for unitary CFLs). In order to pass the lumen maintenance test, at least 80 % of the sample lamps must pass the lumen maintenance threshold at 2,000 hours.
Stabilized Light Output	The time to 75% of stabilized light output after switch-on shall not exceed 100 seconds, or, the time to 80% of stabilized light output after switch-on shall not exceed 120 seconds (measured in accordance with IEC 60969).

Other	Performance Specifications
Lamp Package	In addition to other technical characteristics that must be listed on the CFL package (identified in <i>italics</i> in these Technical Specifications), the package must display the EVN logo; and the EVN logo must also be displayed on the base of the lamp. The Supplier shall display EVN logo in the lamp base and EVN logo and text on lamp package in the form given by the Purchaser. As the Purchaser, EVN reserves the right to review the packaging for the lamps in this procurement before the Supplier prints the packaging. For replacement lamps EVN logo and text shall be in the form of sticker.
Warranty	Manufacturer must provide a lamp warranty for a minimum period of 12 months from the date that the goods are accepted by the Purchaser. During this period, the Purchaser may return defective lamps to the Supplier for a full refund. Guarantee card in Vietnamese must be included with CFL when purchased.

Quality of Production	CFLs must be manufactured under a Quality Assurance System in accordance with ISO 9001-2000 or equivalent.
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Section VIII. Sample Forms

Sample Forms

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1. Bid Form and Price Schedules

Date: _____
 Loan N^o: _____
 IFB N^o: _____

To: [name and address of Purchaser]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this _____ day of _____ 19_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule for Goods Offered from Abroad
(Group C bids)

Name of Bidder _____ . IFB Number _____. Page . of ____.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price ² FOB or FCA port or place of loading (specify port or place) ¹	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price ² of inland delivery to final destination and unit price of other incidental services ³

1. Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.
2. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.
3. Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Price Schedule for Domestic Goods Offered from within the Purchaser’s Country
(Group A and Group B bids)

Name of Bidder _____ IFB Number _____. Page of ____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices ¹ per item final destination and unit price of other incidental services ³	Sales and other taxes payable if Contract is awarded

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include 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 item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.
2. Indicated as a percentage of the EXW price.
3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

2.1 Form of Bid Security (Bank Guarantee)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

BID GUARANTEE No.: _____

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

2.2 Form of Bid Security (Bid Bond)

*[Purchaser should insert this form in the bidding document **only if alternative language of ITB 15.3 is used in the Bid Data Sheet** (Section III 15.3)]*

BOND NO. _____

BY THIS BOND *[insert name of Bidder]* as Principal (hereinafter called “the Principal”), and *[insert name, legal title, and address of surety]*, **authorized to transact business in** *[insert name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[insert amount of Bond]* (*). *[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the ___ day of _____, 20___, for the supply of *[insert name and/or description of goods]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (2) refuses to accept the correction of errors in its Bid Price in accordance with the Instructions to Bidders; or
- (3) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity;
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and affect up to and including the date 30 days after the date of expiration of the Bid validity as stated in the Invitation to Bid. Any demand in respect of this Bond should reach the Surety not later than the above date.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

(*) The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 19____ between [*name of Purchaser*] of [*country of Purchaser*] (hereinafter called “the Purchaser”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, 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 their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated _____ with you, for the supply of [description of goods] (hereinafter called "the Contract").

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

At the request of the Supplier, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (_____) [amount in words]² upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ____ day of _____, 2____,³ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

² The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

³ Established in accordance with Clause 7.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial performance guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "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 Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

5. Bank Guarantee Form for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated _____ with you, for the supply of [description of goods] (hereinafter called "the Contract").

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

At the request of the Supplier, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number _____ at _____ [name and address of Bank].

This guarantee shall expire, at the latest, upon our receipt of copy(ies) of _____⁴, or on the ___ day of _____, 2___,⁵ 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, ICC Publication No. 458.

[signature(s)]

⁴ Insert documents establishing "delivery" of the goods in accordance with the particular Incoterm selected. (See SCC 6.)

⁵ Insert the delivery date stipulated in the original delivery schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "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 Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

**Section IX. Eligibility for the Provision of Goods,
Works, and Services in Bank-Financed
Procurement**

Public Information Center

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

As of August 2001⁶

For the information of borrowers and bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996, September 1997, and January 1999), set forth below is a list of countries from which bidders, goods, and services are not eligible to participate in procurement financed by the bank or IDA.⁷

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- Tuvalu

In addition, bidders, goods, and services from other countries or territories may be declared ineligible by a provision in bidding documents if the borrower's country has excluded them by a law, official regulation, or act of compliance meeting the requirements of paragraph 1.8(a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan/Credit Account for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

⁶ The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: <http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from participating in World Bank projects is available at: <http://www.worldbank.org/html/opr/procure/debarr.html>.

⁷ Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, the World Bank.

Appendix 1 Bid Evaluation Procedure

Bid evaluation for contract award shall be conducted as follows:

1. Preliminary Examination of Bids
2. Detailed Examination of Bids
3. Determination of Award

During bid evaluation bidders may be requested for clarification of the ambiguities and inconsistencies in the bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

1. Preliminary Examination of Bids

The purpose of preliminary examination is to identify and reject bids that are incomplete, invalid, or substantially nonresponsive to the bidding documents and therefore are not to be considered further. The following checks shall be applied in preliminary examination:

(a) Verification: Bids shall be checked if the bidder submits all documents required in the bidding documents as follows:

1. Bid Form, Price Schedule;
2. Documents proving the eligibility of the bidder and goods;
3. Documents showing experiences and capability of the bidder on financial, technical and production aspects;

The Bid must be signed by an authorized person. In the case that the bid is not signed by the Director of the Firm, a letter of attorney for signing the bid is required.

If the bidder is a joint venture, the joint venture agreement must be submitted. If the bidder is an agent, an authorization from the manufacturer must be provided.

(b) Eligibility: The bidder must be a national or a juridical entity from an eligible source country as defined in Section IX. All partners to a joint venture shall be from an eligible source country, and the joint venture shall be registered in an eligible source country.

All goods supplied shall originate from eligible source countries.

(c) Bid Security: The bidder must submit Bid Security that conforms to the requirements in ITB Clause 15 of the bidding documents.

The security for a bid submitted by a joint venture should be in the name of all partners of the joint venture.

(d) Completeness of Bid: Bid is required to offer all amount of goods as specified in the Schedule of Requirements. If not it will be considered as nonresponsive.

(e) Substantial Responsiveness: In this checking, major deviations to the technical specifications and commercial requirements are a basis for the rejection of bids.

Bid is required to supply goods that meet the Schedule of Requirements. If not it shall be considered as substantial nonresponsive.

Bid is required to supply goods that meet all requirements specified in the Technical Specifications. If not it shall be considered as substantial nonresponsive.

2. Detailed Examination of Bids

This examination shall be applied to only the bids that pass the preliminary examination.

(a) Correction of Errors: Bid Prices quoted by bidders shall be corrected for arithmetical errors. The methodology for correction is described in ITB Clause 24.2.

(b) Modifications and discounts: Bidders are allowed to submit, before bid opening, modifications to and/or discounts from their original bid. These modifications and/or discounts shall be included in the bid prices.

(c) Currency Conversion: Bid prices quoted in Vietnamese Dong shall be converted into US Dollars based on the exchange rate specified in the Bid Data Sheet.

(d) Adjustments: If there are deviations in quantity and/or deviations in payment schedule, adjustments for these shall be made.

Adjustment for deviation in quantity will be based on unit quoted prices.

Adjustment for deviation in payment schedule will be based on the rate specified in the Bid Data Sheet.

3. Determination of Award

Domestic Preference:

Bids shall be clarified in three groups A, B and C as defined in ITB Clause 10.

All evaluated bids (after correction, modification, discount and adjustment as said above) in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.

If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:

- (i) The amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C bid;

or

- (ii) fifteen (15) percent of the CIF/CIP bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF/CIP price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, will be selected for award.

Appendix 2 Check List for Bid Documentation

The following Check List is to help checking the completeness and ensuring compliance with specifications in Bidding Document.

Section	Criterion	Verification by Bidder (Bidder to fill out to certify that documentation provided; that specification achieved; or to list actual value of product)*	(EVN USE ONLY) Meets Specifications (√)
BID PAPER WORK AND FORMS			
Eligible signature on bid	Documentation of signing authority of the person who signed the contract, if needed; OR Authorization Letter for signing contract, if needed.		
Form 1	Bid Form		
Form 1	Price Schedule		
Form 2.1	Form of Bid Security (Bank Guaranty)		
Form 6	Manufacturer’s Authorization Form (In the case of Trading Agent/Company)		
BID DATA SHEET			
ITB 13.3 (d)	Manufacturers must have at least two years of experience in manufacturing compact fluorescent lamps.		
	Bidder/manufacturer shall demonstrate in the bid that adequate manufacturing facilities are in existence prior to the date of bid submission.		
	Average annual revenues for the two years prior to the bid must be at least two (2) times the bid price.		
	Manufacturers shall have ISO 9001 or equivalent quality assurance certificate.		
	Bidder is required to bid only one option and to supply only one type		

	of lamp produced from one Manufacturer		
	Notarized copies of audited financial reports for the last two years in English or in Vietnamese. For Vietnamese bidders, financial statement certified by an authorized agency can be accepted.		
	Manufacturer's authorization in the case of Trading Agent/Company.		
	ISO 9001 family certificate or other system of equivalent quality assurance practices that are applied to the manufacturing process of the goods.		
	Certified test results of performance of the lamp, from a test laboratory accredited to ISO 17025, or equivalent, standard. The submission by local bidders of quality certificate issued by Vietnamese independent inspection institutions can be accepted.		
	Accreditation Document of the test laboratory.		
	Notarized copies of legal business license for bidders/manufacturers in English or in Vietnamese.		
	Joint-Venture Agreement if the bidder is a Joint-Venture.		
	The number of compact fluorescent lamps sold by manufacturer in each of the last two years, along with the manufacturers' production capacity.		
	Submission of 5 samples of compact fluorescent lamps.		
ITB 15.1	Amount of bid security: US\$ 30,000 or an equivalent amount in a freely convertible currency. Bid security must valid for 30 (thirty) days beyond the validity of the bid.		
ITB 16.1	Bid validity period: 120 days.		
ITB 17.1	1 (one) original and 5 (five) copies		
TECHNICAL SPECIFICATIONS			
Lamp type	Unitary/Self-ballasted		
Lamp length	≤ 170 millimeters from base to tip of lamp		

Ballast	Electronic		
Base	Screw: E27		
Tube	U-shaped		
Laboratory Facility	Must be accredited according to ISO 17025, or equivalent standard. Accreditation document must be provided to EVN.		
Testing Conditions	Performed at 25 ° C in an atmosphere with maximum relative humidity of 65%.		
Position and Initial Burn-in	Measurements should be recorded from products in the Vertical Base Up (VBU) position, after an initial burn-in period of 100 hours at stabilized light output and current.		
Test Data and Sample Size	Test data must be from the model for which qualification is sought. Values indicated on the application form shall be calculated as the average of the data from all the units tested.		
Longevity of Test Results	Test results must be less than two years old, unless manufacturer can document to EVN's satisfaction that older test results accurately portray the performance of the present model.		
The CFL package must clearly state the performance of the following characteristics, as defined in IEC 60969:	Rated input power in watts, and Light output in lumens.		
Efficiency	At input power of <15 W: ≥ 45 lm/W At input power of ≥ 15 W and >4000 CCT: ≥ 55 lm/W		
Power Factor	Measured in vertical base up position, as defined in IEC 61000, CFLs must have a power factor of 0.5 or greater at maximum power.		
Tolerance of Voltage Variation	Manufacturers must state in the application that CFLs will perform within specified parameters at a range of nominal voltages $\pm 10\%$ of		

	rated operating voltage without a reduction in the rated life.		
Transient Protection	CFL must comply with IEC 61547.		
Lamp Start	CFL must continuously illuminate within 1.5 seconds of being switched on at minimum rated starting temperature and maximum power. Prior to measurement, CFL must be switched off for at least 30 minutes.		
Rated Operating Temperatures	<i>CFL package must declare the range of rated operating temperatures.</i>		
Rated Operating Temperatures	The minimum rated starting temperature must not be higher than 5 °C.		
Lifetime	CFL must have a minimum rated lifetime of 6,000 hours as defined in IEC 60969.		
Lifetime	<i>CFL lifetime shall be clearly indicated in hours on product packaging.</i>		
Safety	CFLs must meet all local safety requirements and the requirements of IEC 60968.		
Lumen Output	<i>Lumen output of the CFL must appear on product packaging</i>		
Lumen Output	The lumen output of the CFL must be ≥ 1100 lumens		
Correlated Color Temperature	<i>Correlated color temperature (CCT) of the CFL must appear on product packaging (as defined in IEC 60969 and measured in accordance with IES LM-16-1984).</i>		
Correlated Color Temperature	The CFLs supplied shall be “daylight” color temperature (5500 K to 6500 K)		
Color Rendering Index	Color Rendering Index (CRI) of at least 80 (as defined in IEC 60969, measured in accordance with CIE 29/2).		
Lumen Maintenance	After 2000 hours of operation the luminous flux of CFLs must be $\geq 80\%$ of initial levels (measured in accordance with IES LM-66-1991 or IEC 60969 for unitary CFLs).		
Stabilized Light Output	The time to 75% of stabilized light output after switch-on shall not		

	exceed 100 seconds, or, the time to 80% of stabilized light output after switch-on shall not exceed 120 seconds (measured in accordance with IEC 60969).		
Lamp Package	The Supplier shall display EVN logo in one color in the lamp base and EVN logo and text on lamp package in the form given by the Purchaser.		
Warranty	Manufacturer must provide a lamp warranty for a minimum period of 12 months from the date that the goods are accepted by the Purchaser. During this period, the Purchaser may return defective lamps to the Supplier for a full refund. Guarantee card in Vietnamese must be included with CFL when purchased.		
Quality of Production	CFLs must be manufactured under a Quality Assurance System in accordance with ISO 9001-2000 or equivalent.		

* Bidders must note specifically the section in their bid where the technical specifications or criteria are provided or documented.