



# Sample of Standard Shopping Document for Procurement of Goods

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February 2023

## Sample of Standard Shopping Document for Procurement of Goods

### **Forward**

This Standard Shopping Document for Procurement of Goods has been prepared for use in contracts financed by the Islamic Development Bank to be used for the procurement of goods through the Shopping method for contracts that are financed in whole or in part by the Islamic Development Bank. They are consistent with the Guidelines for Procurement of Goods, Works and related Services under Islamic Development Bank Project Financing, (April 2019 edition, amended from time to time).

To obtain further information on procurement under Islamic Development Bank-assisted projects or for question regarding the use of this SBD, contact:

Project Procurement&Financial Management Division (PPFM)  
Operations Complex  
The Islamic Development Bank  
8111 King Khalid St.  
Al Nuzlah Al Yamania Dist. Unit No. 1  
Jeddah 22332-2444  
Kingdom of Saudi Arabia  
[ppfm@isdb.org](mailto:ppfm@isdb.org)  
[www.isdb.org](http://www.isdb.org)

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**REQUEST FOR QUOTATION (RFQ)**

**Project Title:** Supply and Installation of Medical Equipment and Furniture to Khelwat & Jbaa Health Centers

**Contract Ref:** \_\_\_\_\_

**Date of Issue of Request:** \_\_\_\_\_

**To:** \_\_\_\_\_

Sir/Madam:

1. The Council for Development and Reconstruction (CDR) (Purchaser) hereby requests you to submit price quotation(s) for the supply of the following items<sup>1</sup>:

- (i) Lot 1 Medical Equipment
- (ii) Lot 2 Furniture

Please note, however, that a firm which has been associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement for the Purchaser, shall not be eligible for the supply of the corresponding goods.

To assist you in the preparation of your price quotation we enclose the necessary technical specifications and required quantities.

2. ***You have the right to quote for one or both lots. You must quote for all the items in a lot. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items in a Lot. Each Lot shall be evaluated separately.***

3. You shall submit one original of the Price Quotation using the attached Form of Quotation, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall govern. Your quotation in the attached format should be signed, sealed in an envelope and addressed to and delivered to the following address:

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<sup>1</sup> The detail technical specification and requirements for the items needed to be purchased are explained in annex I.

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Purchaser's Address : \_\_\_\_\_

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

*[Option: Your price quotation in the form attached may be submitted by facsimile or electronically to the following address:]*

*Purchaser's Address* : \_\_\_\_\_

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

*Fax* : \_\_\_\_\_

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

4. Your quotation written in English, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English, French or Arabic language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Lebanon.

5. The deadline for receipt of your quotation (s) by the Purchaser at the address indicated in Paragraph 3 is: \_\_\_\_\_

6. You shall submit only one set of quotations for the above lots. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Quotation, your quotation will not be considered further.

7. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached form of Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

(i) **PRICES:** The prices should be quoted for supply and delivery to Khelwat and Jbaa Health Centers (place of destination). Prices shall be quoted in US\$.

(ii) **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Purchaser will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:

(a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

(c) If a Supplier refuses to accept the correction, his quotation will be rejected.

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The quoted price shall include all taxes and duties except for the Value Added Tax (VAT) according to the Law # 379 dated 14/12/2001 amended by Law # 64 dated 26/10/2017.

- (iii) **AWARD OF CONTRACT/PURCHASE ORDER.** The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.
- (iv) **VALIDITY OF THE OFFER:** Your quotation(s) should be valid for a period of sixty (60) days from the deadline for receipt of quotation(s) indicated in Paragraph 5 of this Request for Quotation.
- (v) If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded subject to (iv) above, then you will be excluded from the list of suppliers for the project for two years.

8. Further information can be obtained from:

\_\_\_\_\_

\_\_\_\_\_

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

9. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Purchaser within 35 days from the date of submission of quotation.

10. The Purchaser intends to apply funds from the Islamic Development Bank (IsDB) for eligible payments under the Contract/Purchase Order resulting from this Request for Quotations.

11. Under IsDB’s Anticorruption Policy bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. IsDB will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract as specified in the Guidelines for Procurement of Goods, Works and related Services under Islamic Development Bank Project Financing, (April 2019 edition, amended from time to time). At the time of submission of your quotation, you should not be in IsDB’s sanctions list.

13. Please be informed of IsDB’s policy on Procurement Related Complaints as stipulated in the above mentioned Guidelines (Annex B).

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14. Please Confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

**Sincerely,**

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**(Purchaser)**

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### FORM OF QUOTATION

To: \_\_\_\_\_ (Purchaser's Name)  
 \_\_\_\_\_ (Purchaser's Address)  
 \_\_\_\_\_

We offer to execute the \_\_\_\_\_ (name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_) (name of currency) \_\_\_\_\_. We propose to complete the delivery of Goods described in the Contract within the following Delivery Time from the Date of Signing of the Contract.

#### Prices and Schedules for Supply

S. No.	Item No.	Quantity	Unit Price	Total Price	Delivery Time
1.					
2.					
	<u>Spare Parts</u>		}		
	<u>Tools and Accessories</u>		}		
	<u>Manuals</u>		}		Specify, if applicable.
	<u>Maintenance Requirements</u>		}		

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the Request for Quotation document and the Terms and Conditions of Supply, respectively.

We have not been associated with the firm that prepared for the Purchaser the design and specifications of the contract that is subject of this request for quotation.

We are not in the IsDB sanctions list.

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

**Name and Title of Signatory** \_\_\_\_\_

**Name of Supplier:** \_\_\_\_\_

**Address** : \_\_\_\_\_

**Phone Number** : \_\_\_\_\_

**Fax Number, if any** \_\_\_\_\_

**Email address (optional)** \_\_\_\_\_

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FORM OF CONTRACT/PURCHASE ORDER

THIS AGREEMENT number \_\_\_\_\_ made on \_\_\_\_\_, \_\_\_\_ 201\_, between \_\_\_\_\_ (hereinafter called "the Purchaser") on the one part and \_\_\_\_\_ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has requested for quotation for \_\_\_\_\_ (description of goods) to be supplied by Supplier, viz. Contract \_\_\_\_\_, (hereinafter called "Contract") and has accepted the Quotation by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_ (\_\_\_\_\_) hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The following documents shall be deemed to form and be read and construed as part of this agreement,:
a) Form of Quotation; Terms and Conditions of Supply, Technical Specifications;
b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the goods and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of \_\_\_\_\_ (country of Purchaser) on the date indicated above.

Signature and seal of the Purchaser:
For and on behalf of

Signature and seal of the Supplier:
For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

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### TERMS AND CONDITIONS OF SUPPLY

**Project Name:** \_\_\_\_\_ **Purchaser:** \_\_\_\_\_  
**Package No.** \_\_\_\_\_

1. **Schedules for Supply**

a)	<u>S. No.</u>	<u>Item No.</u>	<u>Quantity</u>	<u>Delivery Time</u>
1.				
2.				
b)	<u>Spare Parts</u>			}
c)	<u>Tools and Accessories</u>			}
d)	<u>Manuals</u>			} Specify, if applicable.
e)	<u>Maintenance Requirements</u>			}

2. **Fixed Price:** The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

3. **Delivery Schedule:** The delivery should be completed as per above schedule but not exceeding Three months from the date of signing of contract.

4. **Insurance:** 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. The insurance shall be in an amount equal to 110 percent of the value of the Goods on "All risks" basis.

5. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

6. **Resolution of Disputes:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the \_\_\_\_\_ (arbitration law or rules of the Purchaser's country).

7. **Delivery and Documents:** Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (ii) manufacturer's or supplier's warranty certificate; and
- (iii) Certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

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8. **Payment:** Payment of the contract price shall be made in the following manner:

First choice

a) (Optional advance payment) 20% within 14 days of signing the contract. Payment shall be made upon presentation by Supplier of verifiable proof of availability of goods ready for shipment/delivery.

b) 90% (or 70% if advance payment made) upon receipt by the Purchaser of the delivered goods on site in accordance with the contract; and

c) 10% upon provisional acceptance of the delivered goods by the Purchaser and upon providing a bank guarantee for good performance of the contract in a sum equal to ten percent of the Contract Price, to be released after the final acceptance of the project at the end of the warranty period.

Second choice

100% of the contract price, after signature and notification of the contract, against a bank guarantee for the same amount to be released upon provisional acceptance of the delivered goods by the Purchaser and replaced by a bank guarantee for good performance of the contract in a sum equal to ten percent of the Contract Price, to be released after the final acceptance of the project at the end of the warranty period.

9. **Warranty:** Goods offered should be covered by manufacturer’s warranty for at least 12 months from the date of delivery to the Purchaser.

10. **Defects:** All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:

Facility \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

11. **Force Majeure:** The supplier shall not be liable for penalties or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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 Force Majeure event.

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12. **Required Technical Specifications:** (with attachments as necessary)

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters

Supplier confirms compliance with above specifications.

13. **Failure to Perform:** The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

**Name of Supplier:** \_\_\_\_\_

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

**Place:** \_\_\_\_\_

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

# Annex I

## Technical Specifications

1. The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:
  - *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Purchaser.*
  - *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
  - *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
  - *IsDB encourages the use of metric units.*
  - *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*

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- *Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Beneficiary’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
  - *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.*
  - *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
    - ✓ *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
    - ✓ *Detailed tests required (type and number).*
    - ✓ *Other additional work and/or Related Services required to achieve full delivery/completion.*
    - ✓ *Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.*
    - ✓ *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
  - *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*
2. When the Purchaser requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.
  3. [If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]
  4. **“Summary of Technical Specifications.** The Goods and Related Services shall comply with following Technical Specifications and Standards:

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

5. Detailed Technical Specifications and Standards [whenever necessary].

*[Insert detailed description of TS]*

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