

GOODS

***STANDARD BIDDING DOCUMENT
UNDER JAPANESE ODA LOANS***

PROCUREMENT OF GOODS



***Japan International Cooperation Agency
(JICA)***

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Version 2.2

Revisions

October 2023

This revision incorporates changes reflecting the issuance of the *Guidelines for Procurement under Japanese ODA Loans, October 2023*. The stipulations regarding corrupt and fraudulent practices in ITB 3.1(c) have been modified accordingly. Editorial enhancements have also been made.

April 2023

This revision incorporates a change reflecting the revision made in April 2023 on the *Guidelines for Procurement under Japanese ODA Loans, April 2012* regarding one bid per bidder principle stipulated in ITB 4.2(c). Editorial enhancements have also been made.

Preface

This Standard Bidding Document for Procurement of Goods (SBD (Goods)) has been prepared by the Japan International Cooperation Agency (JICA) for the procurement of Goods in the Projects financed, in whole or in part, by its Official Development Assistance (ODA) loans. This SBD (Goods) is intended to be used for contracts for supply of Goods and Related Services to be procured through international competitive bidding (ICB).

This SBD (Goods) is consistent with the Guidelines for Procurement under Japanese ODA Loans published in April 2012 or October 2023 and its use for such supply contracts is **required** under the Guidelines. As this SBD (Goods) reflects recent best practices of public procurement and JICA's policy, its use is also encouraged for contracts under the Guidelines for Procurement published in October 1999 or March 2009.

If the user has questions regarding the use of this SBD (Goods), the appropriate JICA's official should be consulted.

Summary Description

A brief description of this document is given below.

SBD for Procurement of Goods

Invitation for Bids (IFB)

A form of “Invitation for Bids” is provided at the beginning of this SBD (Goods).

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section specifies the procedures to be followed by Bidders when preparing and submitting their Bids. It also provides Information on opening and evaluation of Bids and on the award of the Contract. **Section I contains provisions that are to be used without modification.**

Section II. Bid Data Sheet (BDS)

This Section contains information and provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria (EQC)

This Section specifies the criteria to determine the lowest evaluated Bid, and the qualifications of the Bidder to perform the Contract.

Section IV. Bidding Forms

This Section includes the forms which are to be completed by the Bidders and submitted as part of their Bids.

Section V. Eligible Source Countries of Japanese ODA Loans

This Section contains information and provisions as to the Eligible Source Countries applicable for the Bidders, and for the Goods and Related Services to be supplied under the Contract, as included in the Loan Agreement with JICA.

PART 2 – SUPPLY REQUIREMENTS

Section VI. Schedule of Requirements

This Section contains the List of Goods and Related Services, the Delivery Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII. General Conditions (GC)

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VIII. Particular Conditions (PC)

This Section contains data and provisions specific to each contract. The contents of this Section supplement the General Conditions.

Section IX. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for performance security and advance payment security, when required, shall only be completed by the successful Bidder after award of the Contract.

Notes for Users (Purchasers)

- (a) The use of this Standard Bidding Document for Procurement of Goods (SBD (Goods)) published by JICA is **required** for all contracts for supply of goods to be procured through international competitive bidding (ICB) and financed by Japanese ODA Loans.
- (b) This SBD (Goods) has been prepared as a standard document, which shall be used without suppressing or adding text to the standard sections of the document, which are Section I, Instructions to Bidders (Standard ITB), and Section VII, General Conditions of Contract (Standard GC). **If the ITB and/or GC of the Bidding Document prepared by the Purchaser contain modifications from the Standard ITB and/or Standard GC included in this SBD (Goods), JICA will not consider them valid and will require the Purchaser to modify the Bidding Document so that the Standard ITB and/or Standard GC, as defined above, shall apply.**
- (c) This SBD (Goods) is to be used when a prequalification process has not taken place before bidding and, therefore, assessment of qualification requirements is to be carried out at the bidding stage.
- (d) All information and data particular to each individual contract, required by Bidders in order to prepare responsive Bids must be provided by the Purchaser, in the Bid Data Sheet (Section II), the Evaluation and Qualification Criteria (Section III), the Eligible Source Countries of Japanese ODA Loans (Section V), the Schedule of Requirements (Section VI), the Particular Conditions (Section VIII) and the Contract Forms (Section IX).
- (e) The following directions should be observed when using this SBD (Goods):
 - (i) Specific details, such as the name of the Purchaser and address for Bid submission, should be furnished in the spaces indicated by italicized notes inside brackets.
 - (ii) The footnotes, “boxed” notes and italicized notes in this SBD (Goods), except those applying to forms to be filled out by Bidders, or to instructions and notes for the Bidders, are not part of the Bidding Document, but contain guidance and instructions for the Purchaser. They shall be deleted from the actual Bidding Document to be issued to the Bidders.
 - (iii) Where alternative Clauses or texts are shown, select those which best suit the particular contracts and discard the alternative text which is not used.
- (f) Unless specifically agreed with JICA, the Particular Conditions shall not materially alter the provisions of the General Conditions of Contract.
- (g) The complete set of the draft Bidding Document prepared by the Purchaser shall be submitted to JICA, for its review and concurrence in accordance with the concerned loan agreement, before its issuance to the prospective Bidders.

Invitation for Bids

Notes for the Purchaser

The Invitation for Bids should be issued directly to the public (see the relevant Section of the Guidelines for Procurement under Japanese ODA Loans):

- (a) as an advertisement in at least one newspaper of general circulation in the country of the Borrower/Purchaser; and
- (b) with sending a copy of the invitation to JICA.

When preparing the Invitation for Bids:

- (a) specific details, such as the name of the Purchaser and the address for Bid submission should be furnished in the spaces indicated by italicized notes inside brackets.
- (b) the footnotes and italicized notes are not part of the actual Invitation for Bids, but contain guidelines and instructions for the Purchaser. They shall be deleted from the actual Bidding Document to be issued to the Bidders.

The Invitation for Bids is not part of the Bidding Document. However, the Purchaser shall make sure that its contents are consistent with the information contained in Section II - Bid Data Sheet.

Form of Invitation for Bids

Date : [insert date of issuance of Invitation for Bid]
IFB No. : [insert Invitation for Bid number]
Purchaser : [insert name of Purchaser]
Country : [insert country of Purchaser/ Borrower]
JICA Loan No.: [insert JICA Loan Agreement number]
Project Name : [insert name of Project]
Contract Name: [insert name of Contract]

1. The [insert name of Borrower] has received¹ a loan from the Japan International Cooperation Agency (JICA) towards the cost of [insert name of Project] and intends to apply part of the proceeds towards payments under the contract² for [Insert name of Contract].
2. The [insert name of Purchaser] now invites sealed Bids from eligible Bidders for the procurement of [insert brief description of the Goods to be procured]³ (“the Goods”).
3. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Bidding Document.
4. Interested Bidders may obtain further information from and inspect the Bidding Document during office hours at:
[insert name of office]
[insert name of person in charge]
[insert mailing address]
[insert office hours]
[insert tel. no. with country and city codes]
[insert fax no. with country and city codes]
[insert email address]
5. The Bidding Document may be purchased by interested Bidders on the submission of a written application to the address above and upon payment of a non-refundable fee of [insert amount in currency of Purchaser’s country or in a convertible currency].⁴ The method of payment will be [insert method of payment]⁵. The document will be sent by [insert delivery procedure].
6. Bids must be delivered to the address above⁶ on or before [insert time] on [insert date] and must be accompanied by a security of [insert fixed sum].
7. Bids will be opened in the presence of Bidders’ representatives who choose to attend at the offices as specified in the Bidding Document.

[insert name of office]

[insert name of person in charge]

[insert mailing address]

[insert tel. no. with country and city codes]

[insert fax no. with country and city codes]

[insert email address]

Notes for the Purchaser

1. Substitute "has applied for" if appropriate.
2. Substitute "contracts" where Bids are called concurrently for multiple lots. Add a new para. 4 as follows and renumber paras 4 - 7: "Bidders may submit bids for one lot or more lots, as further defined in the Bidding Document. Bidders wishing to offer discounts in case they are awarded more than one lot will be allowed to do so, provided those discounts are included in the Letter of Bid."
3. A brief description of the Goods should be provided, including quantities, location of project, and other information necessary to enable potential Bidders to decide whether or not to respond to the invitation. Bidding Document may require Bidders to have specialized experience or capabilities; such requirements should also be included in this paragraph.
4. The fee, to defray printing and mailing/shipping costs, should be nominal.
5. For example, cashier's check, direct deposit to a specified account number, etc.
6. Substitute "below" and insert the Purchaser's address for Bid submission (right below this paragraph), if it is different from its address for issuance of Bidding Document.

BIDDING DOCUMENT

for

Procurement of *[insert name of the Goods]*

IFB No. : *[insert Invitation for Bid number]*
Purchaser : *[insert name of Purchaser]*
Country : *[insert name of country of Purchaser/
Borrower]*
JICA Loan No. : *[insert JICA Loan Agreement
number]*
Project : *[insert name of Project]*
Contract : *[insert name of Contract]*

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PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders

Notes for the Purchaser

Section I, Instructions to Bidders, specifies the procedures to be followed by the Bidders when preparing and submitting their Bids. It also provides information on the opening and evaluation of Bids, and on the award of the Contract.

The use of the Standard Instructions to Bidders set forth in Section I of this Standard Bidding Document for the Procurement of Goods, (hereafter referred to as “Standard ITB”) is **required** in all bidding documents for contracts for supply of Goods and Related Services to be procured through international competitive bidding (ICB) and financed by Japanese ODA Loans, and they shall be used without modification.

A copy of the Standard Instructions to Bidders shall be attached to the Bidding Document prepared by the Purchaser. If the Instructions to Bidders in the Bidding Document contain modifications from the Standard Instructions to Bidders, JICA will not consider them valid and will require the Purchaser to modify the Bidding Document so that the Standard Instructions to Bidders, as defined above, shall apply.

Any necessary changes, acceptable to JICA, to address specific country and project issues, shall be introduced only through the Bid Data Sheet.

The Instructions to Bidders shall not be part of the Contract.

Section I. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids **specified in Section II, Bid Data Sheet (BDS)**, the Purchaser **as specified in the BDS** located in the country, **as specified in the BDS**, issues this Bidding Document (hereinafter referred to as “Bidding Document”) for the procurement of Goods and Related Services as specified in Section VI, Schedule of Requirements.

The name of the Project and the name of the Contract are **specified in the BDS**.

Bids may also be invited for multiple lots of the Project, **as specified in the BDS**. Bids may be submitted either for individual lots or for multiple lots in any combination.

- 1.2 Throughout this Bidding Document:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) “day” means calendar day;
- (d) “firm” means a private entity, a state-owned enterprise or institution;
- (e) “Joint Venture” or “JV” means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping under an existing agreement or with the intention to enter into such an agreement supported by a formal letter of intent; and
- (f) The word “Employer” is synonymous with “Purchaser”, and “Contractor” with “Supplier”.

2. Source of Funds

- 2.1 The Borrower **specified in the BDS** has received or has applied for a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS**, toward the cost of the Project. The Borrower intends to apply a portion of the proceeds of the Loan to payments under the Contract(s) for which this Bidding Document is issued.

- 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan

Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Loans **specified in the BDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower, the Project Executing Agency and the Purchaser will take appropriate measures for finance through other sources **specified in the BDS**.

3. Corrupt and Fraudulent Practices

3.1 It is JICA's policy to require that the Bidders and the Contractors, as well as the Borrowers, the Project Executing Agencies and the Purchasers, under contracts funded with Japanese ODA Loans and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

- (a) 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.
- (b) will recognize a Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the BDS**.
- (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed. Notwithstanding the foregoing, taking relevant factors such as the status of the project financed by Japanese ODA Loans into account, the Borrower may request JICA's concurrence to recognize, and upon obtaining JICA's prior concurrence, may recognize the eligibility of any Contractor or

subcontractor so debarred if, in the Borrower's view, the ineligibility of such Contractor or subcontractor would result in a clear and substantial disadvantage to the Borrower.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April 2010 (as amended from time to time). JICA will recognize the World Bank Group's debarment of which period exceeds one year, imposed after 19 July 2010, the date on which the World Bank Group started operating cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a subcontractor, who has a direct contract with the Contractor, has been debarred by the World Bank Group as of the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or

any other remedies on the grounds of contractual violation.

- 3.2 If the Purchaser determines, based on reasonable evidence, that any Bidder has engaged in any corrupt or fraudulent practice, the Purchaser may disqualify such Bidder after notifying the grounds of such disqualification.
- 3.3 Furthermore, Bidders shall be aware of the provision stated in Clause 3 of Section VII, the General Conditions.

4. Eligible Bidders

- 4.1 The Bidder may be a single firm or a JV. In the case of a JV:
 - (a) All members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
 - (b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
 - (c) A Bid submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. The JV Agreement or the proposed JV Agreement, as the case may be, shall indicate at least the part(s) of the Goods and Related Services to be supplied by each member.
- 4.2 The Bidder shall not have a conflict of interest. The Bidder shall be disqualified under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.
 - (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's

obligations under a turnkey or design and build contract.

- (b) A firm that has a close business relationship with a professional staff of the Borrower (or the Project Executing Agency, or the Purchaser), who are directly or indirectly involved in any part of: (i) the preparation of the Prequalification Document (if any prepared) and/or the Bidding Document for the Contract, (ii) the Bid evaluation, or (iii) the prequalification evaluation (if any conducted) and/or the supervision of such contract, shall be disqualified.
- (c) Based on the “One Bid Per Bidder” principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually as a single firm or as a member of a JV. However, this does not limit a firm (including its affiliate) participating in one Bid individually or as a member of a JV and at the same time, the firm (including its affiliate) participating in other Bids as a subcontractor but NOT acting as a specialized subcontractor (refer to ITB16.5). A firm (including its affiliate) acting as a specialized subcontractor or as a subcontractor in any Bid may participate in other Bids as a specialized subcontractor or as a subcontractor.
- (d) A firm having any other form of conflict of interest other than (a) through (c) above shall also be disqualified.

4.3 The Bidder shall meet the requirements as to eligibility of the Bidders as specified in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 The Bidder that has been determined to be ineligible by JICA in accordance with ITB 3 shall not be eligible to be awarded a Contract.

4.5 The Bidder shall provide such evidence of its continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Service

5.1 The goods and services comprising the Goods and Related Services to be supplied under the Contract and financed by JICA shall meet the requirements specified in Section V, Eligible Source Countries of Japanese ODA Loans.

B. Contents of Bidding Document

- 6. Sections of Bidding Document** 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria (EQC)
- Section IV. Bidding Forms
- Section V. Eligible Source Countries of Japanese ODA Loans

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Document, responses to requests for clarification, or addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document, and to furnish with its Bid all information and documentation as is required by the Bidding Document. The information or documentation shall be complete, accurate, current, and verifiable.

- 7. Clarification of** 7.1 The Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the

Bidding Document

Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Document, the Purchaser shall amend the Bidding Document following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with ITB 6.3. If so **specified in the BDS**, the Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids**9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

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

11. Documents Comprising the

- 11.1 The Bid shall comprise the following:

Bid

- (a) Letter of Bid, in accordance with ITB 12.1;
- (b) completed Schedules, in accordance with ITB 12.1 and 14, including completed Price Schedule, and completed Schedule of Adjustment Data (if any required in accordance with ITB 14.7);
- (c) Bid Security, in accordance with ITB 19;
- (d) Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3;
- (e) copy of the JV Agreement, or letter of intent to enter into a JV including a draft agreement in the case of a Bid submitted by a JV in accordance with ITB 4.1;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
- (g) documentary evidence in accordance with ITB 16 establishing that the Goods and Related Services conform to the Bidding Document;
- (h) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative; and
- (i) any other document **required in the BDS**.

12. Letter of Bid and Price Schedules

- 12.1 The Bidder shall complete the Letter of Bid, the Price Schedules and the Schedule of Adjustment Data (only if required in ITB 14.7) using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

- 13.1 **If so specified in the BDS**, alternative Bids will be permitted, and the Bidders, wishing to offer technical alternatives to the Bid requirements, may in addition to the substantially responsive Bid (hereinafter referred to as "Base Bid"), submit an alternative Bid. The alternative Bid shall be complete with all information necessary for a complete evaluation of the alternative by the Purchaser.

Only the alternative Bids, if any, submitted by the Bidder whose Base Bid is determined to be the lowest evaluated Bid under ITB 36.1 shall be considered by the Purchaser.

14. Bid Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Price Schedule shall conform to the requirements specified below.

14.2 The Bidder shall list out and price in the Price Schedule, all items in the Schedule of Requirements. Items not listed or items against which no rate or price is entered by the Bidder shall be deemed covered by the prices for other items in the Price Schedule and will not be paid for separately by the Purchaser.

For the purpose of evaluation, any item against which no price is entered by the Bidder shall be assumed to be not included in the Bid. However provided that the Bid is determined to be substantially responsive notwithstanding this omission, the average price of the item quoted by the substantially responsive Bidders will be added to the Bid Price and the total cost of the Bid so determined will be used for price comparison.

14.3 The latest edition (as of the Base Date) of Incoterms, published by the International Chamber of Commerce shall govern.

14.4 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:

(a) For Goods supplied 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 on the components and raw material used in the manufacture or assembly of the Goods; and

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**

(b) For Goods supplied from outside the Purchaser's country:

(i) the price of the Goods quoted CIP (named place of destination), in the Purchaser's country, **as**

specified in the BDS; and

- (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
 - (c) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in Section VI, Schedule of Requirements: the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 14.5 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.
- 14.6 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.
- 14.7 **Unless otherwise specified in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and/or weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Purchaser may require the Bidder to justify its proposed indices and weightings.
- 14.8 **If so specified in BDS 1.1**, Bids are being invited for multiple lots. The Bidders wishing to offer any discounts (including price reduction) for the award of more than one lot shall specify in their Letter of Bid, discounts applicable to such award. Discounts shall be submitted in accordance with ITB 14.6, provided that the Bids for all lots are opened at the same time.
- 14.9 **Unless otherwise provided in the BDS**, all duties, taxes, and other levies payable by the Supplier under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the Bid shall be, **as specified in the BDS.** Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in

the Bid of the successful Bidder.

15.2 The Bidders may be required by the Purchaser to justify, to the Purchaser's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data (if required in accordance with ITB 14.7) are reasonable.

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

16.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

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

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

16.5 The Bidder may propose to subcontract supply of any Goods and Related Services for which experience of proposed subcontractors indicated in Section III, Evaluation and Qualification Criteria 2.4.3 (specialized subcontractor). In such a case,

(a) the Bidder may list one or more subcontractor(s) against

any of the production and sales of Goods offered. Quoted rates and prices will be deemed to apply whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted;

(b) the Bidder shall clearly identify the proposed specialized subcontractor(s) in Form ELI-3, Form EXP-3 and Form MAN in Section IV, Bidding Forms and submit the Schedule of Subcontractors, as part of its Technical Proposal, listing out all subcontractors so proposed including information establishing compliance with the requirements specified by the Purchaser; and

(c) substitution of the proposed subcontractor(s) shall not be allowed after the Bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1.

16.6 **If required in the BDS**, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the Contract) represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

**17. Documents
Establishing the
Qualifications of
the Bidder**

17.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

The aforementioned Evaluation and Qualification Criteria contains, among other things, the requirements as to eligibility specified in ITB 4.

**18. Period of Validity
of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder

granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract Price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.

In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the adjustment indicated in the above paragraph.

19. Bid Security

19.1 The Bidder shall furnish, as part of its Bid, a Bid Security in the amount and currency **specified in the BDS**.

19.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable standby letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**

from a reputable source. If the unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.3 Any Bid not accompanied by a substantially responsive Bid

Security shall be rejected by the Purchaser as non-responsive.

19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42.

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

19.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a Performance Security in accordance with ITB 42.

19.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13.1, shall be clearly marked "ALTERNATIVE BID - ORIGINAL."

In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." Copies of Alternative Bids if any, shall be clearly marked "ALTERNATIVE BID - COPY."

In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be in the form of a Power of Attorney included in the Bid. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

- 20.3 A bid submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 20.5 The Bidders shall clearly mark "CONFIDENTIAL" any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets, or commercial or financially sensitive information.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose:
- (a) in a sealed envelope, duly marked as "ORIGINAL", all documents comprising the Bid, as described in ITB 11;
 - (b) in sealed envelopes, duly marked as "COPY", all required copies of the Bid, sequentially numbered; and
 - (c) if alternative Bids are permitted in accordance with ITB 13.1, and if relevant:
 - (i) in an envelope marked "ALTERNATIVE BID - ORIGINAL", the alternative Bid; and
 - (ii) in the envelope marked "ALTERNATIVE BID - COPY", all required copies of the alternative Bid, sequentially numbered.

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

- 21.2 The inner and outer envelopes shall be:
- (a) clearly marked with the name and address of the Bidder;
 - (b) addressed to the Purchaser in accordance with ITB 22.1; and
 - (c) clearly marked with the specific identification of this bidding process **specified in BDS 1.1.**

21.3 The outer envelopes and the inner envelopes containing the Bid shall be clearly marked with a warning “NOT TO BE OPENED BEFORE THE TIME AND DATE FOR THE BID OPENING”, in accordance with ITB 25.1.

21.4 The inner envelopes containing the alternative Bids, if any, shall be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE PURCHASER”, in accordance with ITB 13.1.

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

22. Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted and prior to the deadline for submission of Bids, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the Power of Attorney in accordance with ITB 20.2 and ITB 20.3. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective outer envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and ITB 24, the Purchaser shall publicly open and read out in accordance with ITB 25.5 all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of the Bidders' designated representatives and anyone who choose to attend. Alternative Bids, if any, shall remain unopened in accordance with ITB 13.1.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, which are to be returned to the Bidder unopened. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids, both Original as well as Modification, are to be opened and read out at Bid opening.

25.5 Next, all other envelopes shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a withdrawal, substitution, or modification;
- (c) the total Bid Price including any discount, and in the case of bidding for multiple lots, the total price for each lot together with the sum of the total price for all lots including any discounts;
- (d) whether there is an alternative Bid without opening its envelope;

- (e) the presence or absence of a Bid Security; and
- (f) any other details as the Purchaser may consider appropriate.

Only Bids and Bid discounts read out at Bid opening shall be considered for evaluation. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid at the Bid opening (except for late Bids, in accordance with ITB 23.1).

25.6 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder;
- (b) whether there is a withdrawal, substitution, or modification;
- (c) the total Bid Price including any discount, and in the case of bidding for multiple lots, the total price for each lot together with the sum of the total price of all lots, including any discounts;
- (d) whether there is an alternative Bid; and
- (e) the presence or absence of a Bid Security.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time and to JICA.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of Contract award shall not be disclosed to the Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.

The use by any Bidder of confidential information related to this bidding process may result in the rejection of its Bid.

26.2 Any attempt by a Bidder to influence the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it

shall do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Preliminary Examination of Bids

- 29.1 The Purchaser shall examine Bids to confirm that all documents and information requested in ITB 11.1 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.
- (a) Letter of Bid;
 - (b) Power of Attorney to commit the Bidder;
 - (c) Bid Security; and
 - (d) Price Schedules

30. Qualification of

- 30.1 The Bidder shall substantially meet or exceed the specified qualification requirements. The Purchaser shall determine to

the Bidders

its satisfaction whether the Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Bids. Instead of determining the qualification of all the Bidders, the Purchaser may choose to carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, only for the Bidder who submitted the lowest evaluated and substantially responsive Bid.

30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. For the purposes of this determination, only the qualification of the legal entity(ies) comprising the Bidder shall be considered. In particular, the qualifications of affiliated entities (such as the parent company(ies), group companies, subsidiaries or other affiliates) shall not be considered unless they are parties to the Bidder under a JV in accordance with ITB 4.1 or as specialized subcontractors to be employed in accordance with ITB 16.5 for the production and sales of Goods offered listed in Section III, Evaluation and Qualification Criteria 2.4.3.

30.3 The Purchaser reserves the right to waiver minor (nonmaterial) deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the contract.

30.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid.

If the assessment of the Bidder's qualification was conducted only for the lowest evaluated Bidder, in accordance with ITB 30.1, and the result of such assessment is negative, the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination.

30.5 The subcontractors proposed by the Bidder in its Bid shall meet the eligibility requirements of ITB 4.

Furthermore, if the specialized subcontractor proposed in accordance with ITB16.5 does not meet the corresponding criteria specified in Section III, Evaluation and Qualification Criteria 2.4.3, the Bidder who proposed such a specialized subcontractor shall be disqualified.

31. Determination of

31.1 The Purchaser's determination of a Bid's responsiveness is to be

Responsiveness of Bids

based on the contents of the Bid itself, as defined in ITB 11.1.

31.2 For the purpose of this determination, a substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would

(i) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and Section III, Evaluation and Qualification Criteria, in particular, to confirm that all requirements of Section VI, Schedule of Requirements have been met without any material deviation, reservation or omission.

31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Nonmaterial Nonconformities

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities (deviation, reservation or omission) in the Bid.

32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Bid is substantially responsive, the Purchaser

shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. Adjustment to the rates and prices of the Price Schedule shall be made in accordance with ITB 14.2.

33. Correction of Arithmetical Errors

33.1 Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

33.2 The Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS**. The Purchaser will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is denominated to the single currency identified above at the selling rates established for similar transactions by the authority **specified in the BDS** and on the date **stipulated in the BDS**.

35. Evaluation of Bids

35.1 To evaluate a Bid, the Purchaser shall consider the following:

- (a) the Bid Price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance

with ITB 14.6;

- (d) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3; and
- (f) converting the amount resulting from applying (a) to (e) above, if relevant, to a single currency in accordance with ITB 34.

35.2 If price adjustment is allowed in accordance with ITB 14.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.3 In the case of bidding for multiple lots, the lowest evaluated price of the lot(s) shall be determined as specified in Section III, Evaluation and Qualification Criteria.

35.4 The Purchaser's evaluation of a Bid will exclude and not take into account:

- (a) sales and other similar taxes, which will be payable on the Goods and Related Services if a Contract is awarded to the Bidder;
- (b) customs duties and other import taxes levied on the imported Goods and Related Services, which will be payable on the Goods and Related Services 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.

36. Comparison of Bids

36.1 The Purchaser shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 35.1 to determine the lowest-evaluated Bid.

36.2 In the event of identification of a potentially abnormally low Bid, the Purchaser shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document.

After evaluation of the price analyses, in the event that the

Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Purchaser shall reject the Bid.

For the purposes of this ITB 36.2, an abnormally low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

- 37. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids**
- 37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria**
- 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39 Purchaser’s Right to Vary Quantities at Time of Award**
- 39.1 At the time of award of the Contract, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 40. Notification of Award**
- 40.1 Prior to the expiration of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of the Goods and Related Services (hereinafter and in the Conditions of Contract and Contract Forms called “the Accepted Contract Amount”).
- 40.2 After a Contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:
- (a) name of each Bidder who has submitted a Bid;

- (b) Bid Prices as read out at Bid opening;
 - (c) name and address of the successful Bidder; and
 - (d) signing date and amount of the Contract.
- 40.3 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section IX Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 43. Notification to Unsuccessful Bidders and Debriefing**
- 43.1 As promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 42, the Purchaser shall notify all unsuccessful Bidders of the results of the bidding.
- 43.2 After receipt of the Purchaser's notification pursuant to ITB 43.1 above, unsuccessful Bidders may request in writing to the Purchaser a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder

who requests a debriefing in accordance with this Clause.

Section II. Bid Data Sheet

Notes for the Purchaser

Section II, Bid Data Sheet, shall be filled in by the Purchaser before issuance of the Bidding Document.

The Bid Data Sheet (BDS) contains information and provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders. The Purchaser must specify in the BDS only the information that the ITB requires to be specified in the BDS. All information shall be provided; **no clause shall be left blank.**

To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as those of the corresponding ITB clauses.

The following directions should be observed when preparing the BDS:

- (a) Specific details, such as the name of the Purchaser and address for Bid submission, should be furnished in the spaces indicated by italicized notes inside brackets.
- (b) The italicized notes are not part of the actual BDS, but contain guidelines and instructions for the Purchaser. They shall be deleted from the actual Bidding Document to be issued to the Bidders.
- (c) Where alternative Clauses or texts are shown, select those which best suit the particular contracts and delete the alternative text which is not used.

Bid Data Sheet

A. General									
ITB 1.1	<p>The number of the Invitation for Bids is: <i>[insert Invitation for Bid number]</i></p> <p>The Purchaser is: <i>[insert name of Purchaser]</i> located in <i>[insert name of country of Purchaser/ Borrower]</i>.</p> <p>The Project is: <i>[insert name of Project]</i></p> <p>The name of the Contract is: <i>[insert name of Contract]</i></p> <p>The multiple lots of the Project for which the Bids are being invited are: <i>[If the Bids are being invited for multiple lots of the Project, insert the following, and list out the relevant lot numbers and contract names in the table; otherwise delete it in its entirety and insert “not applicable”.]</i></p> <p>as indicated in the table below:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot Number</th> <th style="text-align: center;">Contract Name</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>[insert lot number]</i></td> <td style="text-align: center;"><i>[insert contract name]</i></td> </tr> <tr> <td style="text-align: center;"><i>[insert lot number]</i></td> <td style="text-align: center;"><i>[insert contract name]</i></td> </tr> <tr> <td style="text-align: center;"><i>[insert lot number]</i></td> <td style="text-align: center;"><i>[insert contract name]</i></td> </tr> </tbody> </table>	Lot Number	Contract Name	<i>[insert lot number]</i>	<i>[insert contract name]</i>	<i>[insert lot number]</i>	<i>[insert contract name]</i>	<i>[insert lot number]</i>	<i>[insert contract name]</i>
Lot Number	Contract Name								
<i>[insert lot number]</i>	<i>[insert contract name]</i>								
<i>[insert lot number]</i>	<i>[insert contract name]</i>								
<i>[insert lot number]</i>	<i>[insert contract name]</i>								
ITB 2.1	<p>The Borrower is: <i>[insert name of Borrower]</i></p> <p>The number of the JICA Loan Agreement is: <i>[insert JICA Loan Agreement number]</i></p> <p>The amount of a Japanese ODA Loan is: <i>[insert amount in Japanese Yen]</i></p> <p>The signed date of the Loan Agreement is: <i>[insert signed date of the Loan Agreement]</i></p>								
ITB 2.2	<p>The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: <i>[insert one of the following: October 2023, April 2012, March 2009, or October 1999]</i></p>								
ITB 2.3	<p>The other sources of finance are: <i>[insert other sources of finance]</i></p>								
ITB 3.1(b)	<p>The list of ineligible firms and individuals is available at the JICA’s website: www.jica.go.jp/english/about/organization/corp_gov/index.html</p>								
ITB 3.1(c)	<p>The list of debarred firms and individuals is available at the World Bank’s website: www.worldbank.org/debarr</p>								

B. Contents of Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Purchaser's address is: Attention: <i>[insert full name of person, if applicable]</i> Mailing Address: <i>[insert mailing address]</i> Email: <i>[insert email address(es), if applicable]</i> Responses to any request for clarification, if any, <i>[select "will" or "will not", as appropriate]</i> be published on the Purchaser's web page indicated below. Web Page: <i>[insert the Purchaser's web page if responses to requests for clarifications will be published on the Purchaser's web page. Otherwise insert "N/A".]</i></p>
ITB 8.2	Addenda, if any, <i>[select "will" or "will not", as appropriate]</i> be published on the Purchaser's web page.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: <i>[insert one of the following: Japanese, English, Spanish or French]</i>
ITB 11.1(i)	The Bidder shall submit the following additional documents in its Bid: <i>[List any additional document not already listed in ITB 11.1 that must be submitted with the Bid. If there is no additional document, state "none".]</i>
ITB 13.1	Alternative Bids <i>[insert "will be" or "will not be", as appropriate]</i> permitted.
ITB 14.4 (a)(iii) and (b)(ii)	"Final destination (Project Site)": <i>[insert name of location of the final destination]</i>
ITB 14.4 (b)(i)	Place of destination: <i>[insert named place of destination as per Incoterm used]</i>
ITB 14.7	<p>The prices quoted by the Bidder shall be: <i>[insert "subject to adjustment" or "fixed; consequently, the Bidder is not required to furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data", as appropriate.]</i></p> <p><i>[Price adjustment is recommended for contracts with longer duration than 18 months or when local or foreign inflation is expected to be high.]</i></p>
ITB 14.9	<i>[This ITB 14.9 shall be consistent with Sub-Clause 17.1 of the Conditions of Contract.]</i>

The Purchaser shall choose subparagraphs (a) and/or (b) of the following paragraph, as applicable and complete, indicating clearly which taxes, duties and levies are exempted and the relevant exemption categories (as described below), in accordance with the Exchange Notes between the Purchaser’s country and the Government of Japan, and under the law of the Purchaser’s country. If none is applicable, delete the paragraph in its entirety.]

With regard to the Supplier’s liabilities as to duties, taxes and levies, the following shall apply:

- (a) duties, taxes and levies listed in the table below shall be exempted. Such exempted duties, taxes and levies are fallen into two categories, namely:
 - (i) “No Pay” category: The Supplier shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities.
 - (ii) “Pay & Reimburse” category: The Supplier shall be entitled to exemption from duties, taxes and levies, falling into this category, provided that he first makes all payments arising from or out of or in connection with such liabilities and then apply for their reimbursement from the relevant authority, following the procedure prescribed by such authority.

No.	Duty/ Tax/ Levy	Exemption Category
1	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay & Reimburse”]</i>
2	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay & Reimburse”]</i>
3	<i>[insert duty/ tax/ levy]</i>	<i>[indicate whether “No Pay” or “Pay & Reimburse”]</i>
etc.		

- (b) duties, taxes and other levies listed below shall be paid by the Purchaser on behalf of the Supplier:

[insert list of duties, taxes and levies]

ITB 15.1 The currency(ies) of the Bid shall be as described below:

- (a) Goods supplied from within the Purchaser’s country shall be quoted in *[insert the name of the currency of the Purchaser’s country]*, referred to as “the local currency”, to *[insert number of decimal places]* decimal place(s); and
- (b) Goods supplied from outside the Purchaser’s country shall be quoted in the following currency(ies) (referred to as “the foreign currency(ies)”):

	<p>(i) Japanese Yen (JPY), with no decimal places; and/or</p> <p>(ii) <i>[other international trading currency or currencies, if any]</i> to <i>[insert number of decimal places]</i> decimal place(s);</p> <p>(c) Related Services, other than inland transportation and other services required to convey the Goods to their final destination, shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred.</p>
ITB 16.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>[insert duration]</i>
ITB 16.6	The Bidder is <i>[insert “required” or “not required”]</i> to be represented by an agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations.
ITB 18.1	<p>The Bid validity period shall be <i>[insert number of days required for evaluation, approval and award plus contingency]</i> days.</p> <p><i>[This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of the Goods and Related Services and the time required for obtaining references, clarifications, clearances and approvals (including JICA’s concurrence) and for notification of the award. Normally the validity period should not exceed 120 days.]</i></p>
ITB 18.3(a)	<p><i>[insert the following only in case of fixed price contract. Delete it in its entirety in case of adjustable price contracts, and state “This BDS 18.3(a) is not applicable.”.]</i></p> <p>The local and foreign currency portions of the Contract price shall be adjusted by using the following formula:</p> $BP_A = BP_0 \left(1 + \frac{DP \times AF}{365} \right)$ <p>Where:</p> <p>“BP_A” is the local (or foreign) portion of Bid Price as adjusted for the delay in award of the Contract.</p> <p>“BP_O” is the local (or foreign) portion of Bid Price as stated in the Letter of Bid.</p> <p>“DP” is the period of delay, calculated as a number of days between the award date and the date, fifty-six (56) days after the expiry date of the initial bid validity period</p> <p>“AF” is:</p> <p>(a) in the case of the local currency, the average annual consumer</p>

	<p>inflation of the Purchaser's country, calculated from the data officially released by the relevant authority of the Purchaser's country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the award date.</p> <p>(b) in the case of the foreign currency, the average annual consumer inflation of the country of the foreign currency, calculated from the data officially released by the relevant authority of that country, responsible for release of such data, considering the period of past three (3) years from the date, one (1) month prior to the award date.</p>
ITB 19.1	The amount and currency of the Bid Security shall be <i>[insert amount and currency of the Bid Security. The amount should be between 1.5% to 2.5% of the estimated contract value.]</i>
ITB 19.2(d)	Other types of acceptable securities: <i>[Insert names of other acceptable securities. Insert "none" if no other forms of bid securities besides those listed in ITB 19.2 (a) through (c) are acceptable.]</i>
ITB 20.1	In addition to the original of the Bid, the number of copies is: <i>[insert number of copies]</i>
D. Submission and Opening of Bids	
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Purchaser's address is: Attention: <i>[insert full name of person, if applicable]</i> Mailing Address: <i>[insert mailing address]</i></p> <p>The deadline for Bid submission is: Date: <i>[insert day, month, and year e.g., 15 June, 2018]</i> Time: <i>[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]</i></p>
ITB 25.1	<p>The Bid opening shall take place at: Mailing Address: <i>[insert mailing address]</i> Date: <i>[insert day, month, and year, e.g., 15 June 2018]</i> Time: <i>[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]</i></p> <p><i>[The date should be the same as those given for the deadline for submission of Bids (ITB 22.1).]</i></p>
E. Evaluation and Comparison of Bids	
ITB 34.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: <i>[insert Japanese Yen or another single currency]</i></p> <p>The source of exchange rate shall be: <i>[insert name of the source of exchange</i></p>

	<p><i>rates (e.g., the Central Bank in the Purchaser's country).]</i></p> <p>The date for the exchange rate shall be: <i>[insert day, month and year, e.g., 15 June 2018, the date not earlier than thirty (30) days prior to, nor later than, the date of Bid opening specified in ITB 25.1.]</i></p>
F. Award of Contract	
ITB 39.1	<p>The maximum percentage by which quantities may be increased is: <i>[insert percentage]</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>[insert percentage]</i></p>

Section III. Evaluation and Qualification Criteria

Notes for the Purchaser

This Section specifies the criteria to determine the lowest evaluated Bid and the qualifications of the Bidder to perform the Contract. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

The Purchaser shall require the Bidders to be qualified by meeting pre-defined, precise minimum requirements. The method entails setting pass-fail criteria, which, if not met by the Bidder, results in disqualification. For that purpose, a clear-cut, fail-pass qualification criteria need to be defined and indicated in the Bidding Document to enable the Bidders to make an informed decision whether to pursue a specific contract and, if so, whether to pursue it as a single firm or as a joint venture. The criteria adopted must relate to characteristics that are essential to ensure satisfactory execution of the contract, and must be stated in clear terms.

The notes entitled “*Notes for the Purchaser*”, “boxed” notes and italicized notes are not part of the actual Evaluation and Qualification Criteria, but contain guidelines and instructions for the Purchaser. They shall be deleted from the actual Bidding Document to be issued to the Bidders.

The “*Notes for the Bidders*” contained in this Section III should be included in the actual Bidding Document to be issued by the Purchaser.

Evaluation and Qualification Criteria

1. Evaluation

1.1 Evaluation Criteria

The evaluation consists of the following:

- (a) assessment of the qualification of the Bidder to perform the Contract satisfactorily, in accordance with ITB 30. The qualification criteria for the purpose of this assessment have been described in detail under item 2 (*Qualification*) below.
- (b) determination of the substantial responsiveness of the Bid in accordance with ITB 31.

Determination of the substantial responsiveness of the Bid may include, among other things, factors (other than the Bid Price quoted in accordance with ITB 14), which may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids in accordance with this Section III, Evaluation and Qualification Criteria.

- (c) evaluation of the Bid Price in accordance with ITB 35.

1.2 Other Evaluation Criteria (ITB 35.1(d))

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.4, one or more of the following factors as specified in ITB 35.1(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in ITB14.3)

All the Goods and Related Services specified in the List of Goods and Related Services are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, List of Goods and Delivery Schedule. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment will be made, for evaluation purposes only, to the Bid Price of Bids offering deliveries shorter than the "Shortest Delivery Period" specified in Section VI, List of Goods and Delivery Schedule, as follows: *[insert the adjustment factor]*

-
- (b) Deviation in Payment Schedule. *[insert one of the following]*

- (i) *Bidders shall state their Bid Price for the Payment Schedule outlined in the Particular Conditions of Contract (PC). Bids shall 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 and the reduced Bid Price offered by the Bidder selected on the basis of the base price for the Payment Schedule outlined in the PC.

or

- (ii) *The Particular Conditions of Contract (PC) stipulates the Payment Schedule specified by the Purchaser. If a Bid deviates from the Payment 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 the PC, at the rate per annum as follow: [insert the adjustment factor]*
-

- (c) Cost of major replacement components, mandatory spare parts, and service. [insert one of the following]

- (i) *A 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 BDS 16.3, shall be submitted by the Bidder in accordance with ITB 16.3. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be made to the Bid Price, for evaluation purposes only.*

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 BDS 16.3. 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, for evaluation purposes only.*

- (d) Availability in the Purchaser's country of spare parts and after sales services for Goods offered in the Bid.

An adjustment equal to the cost to the Purchaser to secure spare parts and after sales services available in the Purchaser's country for continuous functioning of the Goods, if quoted separately, shall be made to the Bid Price, for evaluation purposes only as follows: [insert the methodology and criteria]

- (e) Projected operation and maintenance costs.

An adjustment to take into account the operation and maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only. The adjustment will be made as follows: *[insert the methodology and criteria]*

(f) Performance and productivity of the equipment. *[insert one of the following]*

(i) *An adjustment representing the capitalized cost of additional operating costs over the life of the Goods will be added to the Bid Price, for evaluation purposes only. The adjustment will be made based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm specified in the Technical Specifications but above the minimum acceptable levels also specified therein, using the methodology as follows: [insert the methodology and criteria]*

or

(ii) *An adjustment to take into account the productivity of the Goods offered in the Bid will be made to the Bid Price, for evaluation purposes only. The adjustment will be evaluated based on the cost per unit of the actual productivity of Goods offered in the Bid with respect to minimum required values, using the methodology as follows: [insert the methodology and criteria]*

(g) Specific additional criteria

[insert other specific additional criteria to be considered in the evaluation and the evaluation method]

1.3 Award Criteria for Multiple Lots (ITB 35.3)

[Insert the following paragraph in case of bidding for multiple lots, if applicable. Otherwise delete it in its entirety and state "N/A".

“If so provided in BDS 1.1, the Bidders have the option to bid for multiple lots of the Project in any combination. Bids for each lot or each combination of lots will then be evaluated taking into account discounts offered, if any, for the award of such multiple lots.

The lots will be awarded to the Bidder(s) offering the lowest evaluated cost to the Purchaser considering such discounts offered, subject to the selected Bidder(s) meeting the required qualification criteria for the award of such multiple lots.”]

2. Qualification

(I) Qualification of the Bidder but not of Bidder's Affiliates

It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV or as specialized subcontractors to be employed listed in Sub-Factor 2.4.3 of this Section), and not the Bidder's parent company(ies), group companies, subsidiaries, or other affiliates, that must satisfy the qualification criteria.

(II) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires the Bidder to state a monetary amount, the Bidder should indicate the USD equivalent using the rate of exchange determined as follows:

- (a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar or fiscal year, as applicable.
- (b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 34.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Purchaser. Any error in determining the exchange rates may be corrected by the Purchaser.

(III) Qualification Criteria for Award of Multiple Lots

[Insert the following clause in case of bidding for multiple lots. Otherwise state "N/A".

"The criteria for qualification is the aggregate minimum requirement, or any other reasonable requirements set forth by the Purchaser, for respective lots as specified under Sub-Factors 2.3.2, 2.3.3, 2.4.2 and 2.4.3 below."]

2.1 Eligibility

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI -1 and 2 ⁽ⁱ⁾ with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement (ii)	N/A	Letter of Bid
2.1.3	JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB 4.4	Must meet requirement	N/A	Must meet requirement (ii)	N/A	Letter of Bid Form ACK
<p><u>Notes for the Bidders</u></p> <p>(i) ELI -2 is required only if the Bidder is a JV.</p> <p>(ii) This requirement also applies to subcontractors if proposed by the Bidder under 2.4.3 below.</p>							

2.2 Historical Contract Non-Performance and Litigation

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.2.1	History of Non-Performing Contracts	Non-performance of a contract ⁽ⁱ⁾ did not occur as a result of supplier's default since 1 st January [<i>insert year</i>]. ¹	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.2	Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.3	Litigation History	No consistent history of court orders ⁽ⁱⁱⁱ⁾ against the Bidder since 1 st January [<i>insert year</i>]. ¹	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON

Notes for the Bidders

(i) Non-performance, as decided by the Purchaser, shall include all contracts:

- (a) where non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and
- (b) that were so challenged but fully settled against the supplier.

Non-performance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. Moreover, non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		been exhausted.					
		(ii) This requirement also applies to contracts executed by the Bidder as a JV member.					
		(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of court orders against the Bidder or any member of a joint venture may result in failure of the Bid.					
<u>Notes for the Purchaser</u>							
1. Year should usually be five (5) years prior to the Bid submission deadline.							

2.3 Financial Situation and Capabilities

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.3.1	Financial Performance	<p>The financial statements for the last <i>[insert number of years]</i>¹ years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p> <p>As the minimum requirement, the Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.</p>	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN –1 with attachments
2.3.2	Average Annual Turnover	<p>Minimum average annual turnover of USD <i>[insert amount in USD]</i>², calculated as total certified payments received for contracts in progress and/ or completed, within the last <i>[insert number of years]</i>³ years, divided by <i>[insert number of years]</i>⁴ years.</p>	Must meet requirement	Must meet requirement	Must meet <i>[insert number]</i> % ⁵ of the requirement	Must meet <i>[insert number]</i> % ⁶ of the requirement	Form FIN –2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<i>[insert requirements for award of multiple lots, if applicable.]</i>					
2.3.3	Financial Capabilities	<p>The Bidder shall demonstrate, to the satisfaction of the Purchaser that it currently (as of the Bid submission deadline), it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as USD <i>[insert amount in USD]</i> for the subject contract(s) net of the Bidder's all other commitments, both current and future.</p> <p><i>[insert requirements for award of multiple lots, if applicable]</i></p>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN –3 and FIN –4

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
<i>Notes for the Purchaser</i>							
1. Time period usually specified is five (5) years; it may be reduced to three (3) years minimum (in agreement with JICA) under special country circumstances, such as to provide opportunity for a newly privatized industry with limited period of existence, but with suitable experience, etc.							
2. The amount stated should normally not be less than twice the estimated annual turnover in the proposed contract (based on a straight-line projection of the Purchaser's estimated contract value, including contingencies, over the contract duration). The multiplier of 2 may be reduced for very large contracts but in any case, should not be less than 1.5.							
3. The time period is normally five (5) years or more, but may be reduced to not less than three (3) years (in agreement with JICA) under special country circumstances, such as to provide opportunities for a newly privatized industry with only a short record of experience, etc.							
4. Same number of years as in 3. above.							
5. Usually not less than 25% of the requirement for each member of a JV.							
6. Usually not less than 40% of the requirement for one member of a JV.							
7. Indicate the cash flow requirement for a number of months, determined as the total time needed by the Purchaser to pay a supplier's invoice.							

2.4 Experience

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.4.1	General Experience	Continuous experience under supply contracts in the role of prime supplier (single firm or JV member) or subcontractor between 1 st January [<i>insert year</i>] ¹ and the Bid submission deadline.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP –1
2.4.2	Specific Experience	<p>A minimum number of [<i>insert number of contracts</i>]² similar contracts, each of minimum supply and/or production capacity of [<i>insert minimum capacity</i>]⁽ⁱ⁾ that have been satisfactorily completed⁽ⁱⁱ⁾ as a prime supplier (single entity or JV member) ⁽ⁱⁱⁱ⁾ between 1st January [<i>insert year</i>]³ and Bid submission deadline.</p> <p>The similarity of the contracts shall be based on the following: [<i>Based on Section VI, Schedule of Requirements, specify the minimum key requirements in terms of physical size, quality standards and/or other characteristics</i>]</p>	Must meet requirement	Must meet requirement ^(iv)	N/A	<p>Must meet the following requirements: [<i>list the minimum requirements to be met by one member; if there is no such requirement, state "N/A"</i>]</p>	Form EXP –2 with attachment

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<i>[insert requirements for award of multiple lots, if applicable.]^(vi)</i>					
2.4.3	Production and Sales of Goods offered	<p>(a) Goods offered have been in production for at least <i>[insert number]</i>⁴ years; and</p> <p>(b) a minimum of <i>[insert number]</i>⁵ units of similar capacity ^(v) have been sold, between 1st January <i>[insert year]</i>⁶ and the Bid submission deadline.</p> <p><i>[insert requirements for award of multiple lots, if applicable.]^(vi)</i></p>	<p>Must meet requirement</p> <p>Following activities can be met through a specialized subcontractor: <i>[specify Goods, which may be met through a specialized subcontractor; if none, then state "N/A"]</i></p>	<p>Must meet requirement ^(iv)</p> <p>Following activities can be met through a specialized subcontractor: <i>[specify Goods, which may be met through a specialized subcontractor; if none, then state "N/A"]</i></p>	N/A	<p>Must meet requirement</p> <p>Following requirements shall be met by one member: <i>[specify Goods which shall be met by one member. If none, then state: "N/A"]</i></p>	<p>Form ELI –3</p> <p>Form EXP –3 with attachment</p> <p>Form MAN</p> <p>Schedule of Subcontractors</p>
<p>Notes for the Bidders</p> <p>(i) Summation of number of small supply and/or production contracts (less than the capacity specified under requirement) to meet the overall requirement will not be accepted.</p> <p>(ii) Completion shall be evidenced by submission of copy of end-user certificates such as Taking-over Certificates and Completion Certificates as required to be submitted as attachment to Form EXP-2 or Form EXP-3 of Section IV, Bidding Forms.</p> <p>(iii) For contracts under which the Bidder participated as a JV member, only the Bidder’s share, by capacity, shall be considered to meet this requirement.</p> <p>(iv) In case of a JV, the supply and/or production capacity of contracts completed by its members shall not be aggregated to determine whether</p>							

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor	Requirement	Single Firm	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		the requirement of the minimum capacity of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum capacity of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members, each of capacity equal or more than the minimum capacity required, shall be aggregated.					
		(v) For contracts under which the Bidder participated as a JV member or subcontractor, only the Bidder's share, by capacity and role, shall be considered to meet this requirement.					
		(vi) The minimum experience requirement for award of multiple lots will be the sum of the minimum requirements for respective individual lots.					
<u>Notes for the Purchaser</u>							
<ol style="list-style-type: none"> 1. <i>The time period is usually five (5) years or more, but may be reduced to not less than three (3) years (in agreement with JICA) under special country circumstances, such as to provide opportunities for a newly privatized industry with only a short record of experience.</i> 2. <i>The range of contract numbers should be one (1) to three (3), depending on the size, value and other characteristics of the subject contract, the exposure of the Purchaser to risk of supplier default and history of similar contracts performed in the past.</i> 3. <i>The time period is usually five (5) years, and may be extended up to a period of ten (10) years for large-scale projects.</i> 4. <i>Indicate the minimum time period required to assure that the Bidder is capable of supplying the Goods required.</i> 5. <i>Indicate the minimum number of units required to assure that the Bidder is capable of supplying the Goods required</i> 6. <i>Same as that stipulated in Sub-Factor 2.4.2 above.</i> 							

Section IV. Bidding Forms

Notes for the Purchaser

This section includes the forms which are to be completed by the Bidder and submitted as part of its Bid and the Purchaser shall include herein all forms that the Bidder shall fill out and include in its Bid. As specified in this section, these forms are the Letter of Bid, the Bid Security, Price Schedules and the Bidder's Qualification Information Forms.

The "Boxed" notes indicated as "*Notes for the Purchaser*" are not part of the actual Bidding Forms, but contain guidelines and instructions for the Purchaser. The Purchaser shall fill in all necessary information in the following forms, complying with those guidelines and instructions.

- (a) Price Schedule
- (b) Schedule of Adjustment Data (except for the data to be filled in prior to contract signing as specifically stated in the "*Notes for the Purchaser*" thereof).
- (c) Form CON: Historical Contract Non-Performance and Litigation (relevant year in accordance with Section III, Evaluation and Qualification Criteria).
- (d) Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.

The above "Boxed" notes shall be deleted from the actual Bidding Document issued to the Bidders.

Italicised notes containing guidance and instruction (not specifically addressed to the Purchaser) are given solely for the Bidder as to which data to be filled in in the respective form and they shall not be filled in or modified by the Purchaser.

The "*Notes for the Bidders*" contained in this Section IV shall be included in the actual Bidding Document to be issued to the Bidders.

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[Prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.]

Letter of Bid

Date : *[insert date of Bid submission]*
 IFB No. : *[insert Invitation for Bid number]*
 Project : *[insert name of Project]*
 Contract : *[insert name of Contract]*

To: *[insert full name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8: *[insert the number and issuing date of each addendum]*;
- (b) We, including subcontractors/suppliers for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5.
- (c) We, including subcontractors/suppliers for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to execute in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following Goods and Related Services: *[insert a brief description of the Goods and Related Services]*;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:
[In case of only one lot, insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]

[In case of multiple lots, insert:

(i) the total price of each lot; and

(ii) the sum of the total price of all lots;

in words and figures, indicating the amounts in the respective currencies]

- (f) The discounts offered and the methodology for their application are:

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

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

- (g) Our Bid shall be valid for a period of [*Specify the number of calendar days*] days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(c);
- (j) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive; and
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud or corruption.

Name of the Bidder¹ [*insert name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder² [*insert complete name of person duly authorized to sign the Bid*]

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

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

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

Notes for the Bidders

1. In the case of the Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.
2. Person signing the Bid shall have the Power of Attorney given by the Bidder to be included in the Bid.

Schedule of Adjustment Data

Table A. Local Currency

Notes for the Purchaser

The Purchaser shall indicate the necessary information in columns (i), (ii) and (iii), and shall also provide a fixed value in ‘a’ and a range of values in ‘b’, ‘c’, ‘d’ and ‘e’ of column (vi).

Column (iv) shall be left blank in the Bidding Document, shall be filled in with the relevant Values and Dates, prior to contract signing, as stated in note 3 below.

For very large and/or complex contracts, it may be necessary to specify several price adjustment formulae for the different classes of pay items involved and to prepare the corresponding adjustment tables.

(i)	(ii)	(iii)	(iv)		(v)	(vi)
Index Code	Index Description	Source of Index	Base Cost Index ³		Total Amount ¹ (Each Index)	Bidder's proposed weighting ²
			Value	Date		
	Non-adjustable	-	-	-		a: _____
						b: _____
						c: _____
						d: _____
						e: _____
Total						1.00

Notes for the Bidders

1. The Bidder shall fill in column (v), the Total Amount of each index component (i.e.: goods, labour, equipment, etc. as stated in column (ii)) quoted in the local currency.
 The Total Amount of the relevant “*Non-adjustable*” component shall also be indicated in the corresponding cell.
2. The Bidder shall specify a value within the ranges given by the Purchaser in ‘b’, ‘c’, ‘d’ and ‘e’ of column (vi), so that the total weighting equals 1.00.
3. The Values and the Dates of the Base Cost Index(ices) will be provided by the Purchaser prior to contract signing.

Table B. Foreign Currency¹**Notes for the Purchaser**

The Purchaser shall indicate the necessary information in columns (i) and (ii), and shall also provide a fixed value in 'a' and a range of values in 'b', 'c', 'd' and 'e' of column (vii).

For very large and/or complex contracts, it may be necessary to specify several price adjustment formulae for the different classes of pay items involved and to prepare the corresponding adjustment tables.

Payment Currency²: _____

(i)	(ii)	(iii)	(iv)		(v)		(vi)		(vii)
Index Code	Index Description	Source of Index ³	Base Cost Index ⁴		Total in Source Currency ⁵		Total in Payment Currency ⁶		Bidder's proposed weighting ⁷
			Value	Date	Type	Amount	Exchange Rate	Amount	
	Non-adjustable	-	-	-	-	-			a: _____
									b: _____
									c: _____
									d: _____
									e: _____
Total									1.00

Notes for the Bidders

1. If so provided in BDS 15.1, the Bidder may quote in more than one foreign currency and, then this table should be repeated for each of those foreign currencies.
2. The Bidder shall indicate at the top of the table, the type of the foreign currency.
3. The Bidder shall indicate the source of each index in column (iii).
4. The Bidder may leave the Values and the Dates of the Base Cost Indices in column (iv) blank. If they are not available prior to submission of the Bid, due to absence of the relevant publication. However, the Bidder shall provide such Values and Dates prior to contract signing.
5. The Bidder shall fill in Column (v) shall, the Total Amount of each index component (i.e.: goods, labour, equipment, etc. as stated in column (ii)) to be procured in a particular Source Currency.

For the purposes of this Schedule, the "Source Currency" of any index component means the currency, in which that index component is intended to be procured by the Bidder.

If the Source Currency of any index component is as same as the Payment Currency of this table, the Bidder may leave the corresponding cell of column (v) blank.

6. The Bidder shall derive the Total Amount in Payment Currency in Column (vi) by applying the exchange rate prevailing on the Base Date (as defined in GC Sub-Clause 1.1), as published by the central bank of the country of the source currency, to the Total Amount in Source Currency in column (v).

The Total Amount of the “*Non-adjustable*” component quoted in the subject foreign currency shall also be indicated in the corresponding cell.

7. The Bidder shall specify a value within the ranges given by the Purchaser in ‘b’, ‘c’, ‘d’ and ‘e’ of column (vii), so that the total weighting equals 1.00.

Price Schedule

Notes for the Purchaser

The following schedules have been included only for the reference of the Purchaser and/or the Purchaser's consultant, and they may be modified or supplemented as appropriate, considering the country, project and good specific requirements. They shall also be consistent with the General and Particular Conditions of Contract, Technical Specification, Drawing and any other document forming part of the Contract.

1. The Price Schedule contains the following Schedules of Prices:
Schedule No. 1 - Goods Supplied from Abroad (outside the Purchaser's Country);
Schedule No. 2 - Goods Supplied from within Purchaser's Country;
Schedule No. 3 - Related Services; and
Grand Summary
2. The Bidder shall list out and price in the Price Schedule, all items of the Schedule of Requirements, in accordance with the instructions and guidance given in the Bidding Document.
3. The Price Schedules shall be priced in the currency(ies) specified below.
 - (a) [*The Purchaser shall insert name of local currency as indicated in BDS 15.1.*]
 - (b) Japanese Yen (JPY).
 - (c) [*The Purchaser shall insert name of any other foreign currency(ies), as indicated in BDS 15.1.*]
4. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.

Schedule No. 1. Goods Supplied from Abroad (outside the Purchaser's Country)

Purchaser's country _____							Date: _____ IFB No: _____ Alternative No: _____ Page No _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price CIP [<i>insert place of destination</i>] in accordance with ITB 14.4(b)(i)	CIP Price per line item (Col. 5×6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per line item (Col. 7+8)
[<i>insert number of the item</i>]	[<i>insert description of Goods</i>]	[<i>insert country of origin of the Goods</i>]	[<i>insert quoted delivery period</i>]	[<i>insert number of units to be supplied and name of the physical unit</i>]	[<i>insert unit price CIP per unit</i>]	[<i>insert total CIP price per line item</i>]	[<i>insert the corresponding price per line item</i>]	[<i>insert total price of the line item</i>]
							Total Price	

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

Schedule No. 2. Goods Supplied from within the Purchaser's Country

Purchaser's country _____						Date: _____ IFB No: _____ Alternative No: _____ Page No _____ of _____	
1	2	3	4	5	6	7	8
Line Item No	Description of Goods	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert description of Goods]</i>	<i>[insert quoted delivery period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price per item]</i>
Total Price							

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

Schedule No. 3. Related Services

Date: _____ IFB No: _____ Alternative No: _____ Page No _____ of _____								
1	2	3	4	5	6	7		
Service No	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination)	Country of Origin	Completion Period when Related Services are performed.	Quantity and physical unit	Unit price		Total Price per Service (Col. 5x6 or estimate)	
					Foreign currency	Local currency	Foreign currency	Local currency
<i>[insert number of the Service]</i>	<i>[insert description of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert completion period when Related Services are performed]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>	<i>[insert total price per item]</i>
Total Price								

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

Grand Summary

Description	Page	Amount	
		Local	Foreign
Schedule No. 1: Goods Supplied from Abroad (outside Purchaser's Country)			
Schedule No. 2: Goods Supplied from within Purchaser's Country			
Schedule No. 3: Related Services			
Bid Price [Carried forward to Letter of Bid]			

Form MAN: Manufacturer's Authorization

[In accordance with ITB 16.5, if the Bidder proposes, for the supply of any goods indicated or referred to in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.3 which the Bidder do not manufacture or otherwise produce, the Bidder shall require the manufacturers of the goods to be supplied under the Contract to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer.]

Date: *[insert date of Bid Submission]*

IFB No.: *[insert number]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with the Contract, with respect to the goods offered by the above firm.

Name: *[insert complete name of person signing the Authorization]*

In the capacity of *[insert legal capacity of person signing the Authorization]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the *Authorization* for and on behalf of: *[insert complete name of Manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Forms included hereunder:

Form ELI -1	: Bidder Information Form
Form ELI -2	: JV Member Information Form
Form ELI -3	: Subcontractor Information Form
Form CON	: Historical Contract Non-Performance and Litigation
Form FIN -1	: Financial Situation
Form FIN -2	: Average Annual Turnover
Form FIN -3	: Financial Resources
Form FIN -4	: Current Contract Commitments
Form EXP -1	: General Experience
Form EXP -2	: Specific Experience
Form EXP -3	: Production and Sales of Goods offered

Form ELI -1: Bidder Information Form

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

IFB No.: *[insert number]*

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

[Bidders shall provide the following information. The documents listed/ stated as required shall be submitted as attachments hereto.]

Bidder's legal name: <i>[insert full name]</i>
In case of a JV, legal name of the representative member and of each member: <i>[insert full name of each member in the JV and specify the representative member.]</i>
Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
Bidder's legal address in country of registration: <i>[insert mailing address]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert e-mail address]</i>
<ol style="list-style-type: none"> 1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -2: JV Member Information Form

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

IFB No.: *[insert number]*

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

[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member, in case if the Bidder is a JV. The documents listed/stated as required shall be submitted as attachments hereto.]

Bidder's legal name: <i>[insert full name]</i>
JV Member's legal name: <i>[insert full name of JV member]</i>
JV Member's country of registration: <i>[insert country of registration]</i>
JV Member's year of incorporation: <i>[insert year of incorporation]</i>
JV Member's legal address in country of registration: <i>[insert mailing address]</i>
JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert e-mail address]</i>
<ol style="list-style-type: none"> 1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -3: Subcontractor Information Form

Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

[The following form is additional to Form ELI-1 and ELI-2 (if applicable), and shall be completed to provide information relating to the specialized subcontractor (if any) proposed by the Bidder for the supply of the Goods listed in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.3. The documents listed/ stated as required shall be submitted as attachments hereto.]

Bidder's legal name: <i>[insert full name]</i>
Subcontractor's legal name: <i>[insert full name of Subcontractor]</i>
Subcontractor's country of registration: <i>[insert country of registration]</i>
Subcontractor's year of incorporation: <i>[insert year of incorporation]</i>
Subcontractor's legal address in country of registration: <i>[insert mailing address]</i>
Subcontractor's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert mailing address]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[insert e-mail address]</i>
<ol style="list-style-type: none"> 1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON: Historical Contract Non-Performance and Litigation

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 JV Member's Legal Name: [insert full name]
 IFB No.: [insert number]
 Page [insert page number] of [insert total number] pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, since 1 st January [The Purchaser shall insert year.]: [The Bidder shall indicate the applicable wording below by checking the appropriate box]			
<input type="checkbox"/> contract non-performance did not occur. <input type="checkbox"/> contract non-performance occurred as indicated below:			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> Contract Identification: [insert complete contract name, number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert mailing address] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address: [insert e-mail address] Reason(s) for non-performance: [indicate main reason(s)] 	[insert current value, currency, exchange rate and USD equivalent]

2. Pending Litigation

Pending Litigation				
<p>In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2: <i>[The Bidder shall choose the relevant wording below by checking the appropriate box]</i></p> <p><input type="checkbox"/> there is no pending litigation involving the Bidder.</p> <p><input type="checkbox"/> there is pending litigation involving the Bidder as indicated below:</p>				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	<ul style="list-style-type: none"> • Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> • Name of Purchaser: <i>[insert full name]</i> • Address of Purchaser: <i>[insert mailing address]</i> • Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> • E-mail address: <i>[insert E-mail address]</i> • Party who initiated Litigation: <i>[indicate "Purchaser" or "Supplier"]</i> • Matter in dispute: <i>[indicate main issues in dispute]</i> 	<i>[insert current value, currency, exchange rate and USD equivalent]</i>

3. Litigation History

Litigation History		
<p>In accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, since 1st January [<i>The Purchaser shall insert year.</i>]:</p> <p>[<i>The Bidder shall choose the relevant wording below by checking the appropriate box</i>]</p> <p><input type="checkbox"/> there are no court orders against the Bidder.</p> <p><input type="checkbox"/> there are court orders against the Bidder as indicated below:</p>		
Year of award	Contract Identification	Total Contract Amount
[<i>insert year</i>]	<ul style="list-style-type: none"> • Contract Identification: [<i>indicate complete contract name, number, and any other identification</i>] • Name of Purchaser: [<i>insert full name</i>] • Address of Purchaser: [<i>insert mailing address</i>] • Telephone/Fax numbers: [<i>insert telephone/fax numbers, including country and city codes</i>] • E-mail address: [<i>insert E-mail address</i>] • Matter in dispute: [<i>indicate main issues in dispute</i>] • Party who initiated litigation: [<i>indicate "Purchaser" or "Supplier"</i>] • Abstract of the Court Order: [<i>state concisely the court order concerning main issues in dispute</i>] 	[<i>insert current value, currency, exchange rate and USD equivalent</i>]

Form FIN -1: Financial Situation

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

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

1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					
Information from Cash Flow Statement					
Cash Flow from Operating Activities					

2. Financial documents

The Bidder and its parties shall provide copies of the financial statements¹ for the number of years indicated in Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the legal entity(ies) comprising the Bidder, and not of the affiliated entities (such as parent company(ies), group companies or subsidiaries) of the Bidder unless they are parties to the Bidder under a JV in accordance with ITB 4.1.
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached herewith are copies of financial statements for the number of years required above, and complying with the requirements.

Notes for the Bidders

1. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN -2: Average Annual Turnover

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

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

Annual Turnover Data			
Year	Amount and Currency	Exchange Rate	USD equivalent
[indicate year]	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in USD equivalent]
Average Annual Turnover ¹			

Notes for the Bidders

1. Total USD equivalent for all years divided by the total number of years, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2.

Form FIN -3: Financial Resources

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

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

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3.]

Financial Resources		
No.	Source of financing ¹	Amount (USD equivalent)
1		
2		
3		

Notes for the Bidders

1. Sources of financing may include working capital (to be taken from FIN-1), Credit Line (to be substantiated by a letter from the bank issuing the line of credit), etc.

Form FIN -4: Current Contract Commitments

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No. [insert number]

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

[The Bidder and each JV member should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full Taking-over Certificate/ Completion Certificate has yet to be issued, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3.]

Current Contract Commitments						
No.	Name of Contract	Purchaser's Mailing Address, Tel, Fax.	Value of Outstanding Work [Current USD Equivalent]	Commencement Date	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1						
2						
3						
4						
5						

Form EXP -1: General Experience

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV]

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 JV Member's Legal Name: [insert full name]
 IFB No.: [insert number]
 Page [insert page number] of [insert total number] pages

[The Bidder shall identify contracts that demonstrate continuous experience pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1 and list contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
[indicate year]	[indicate year]	<ul style="list-style-type: none"> • Contract name: [insert full name] • Brief description of the contract performed by the Bidder: [describe contract performed briefly] • Amount of contract: [insert amount in currency, mention currency used, exchange rate and USD equivalent] • Name of Purchaser: [indicate full name] • Address: [indicate mailing address] 	[insert "Prime Supplier (single entity or JV member)" or "Subcontractor"]

Form EXP -2: Specific Experience

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

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

[The Bidder shall fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2.]

Contract of Similar Supply and Production Capacity			
Similar Contract No.	Information		
<i>[insert number] of [insert number of similar contracts required]</i>			
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>		
Award Date	<i>[insert day, month, year, e.g., 15 June 2015]</i>		
Completion Date	<i>[insert day, month, year, e.g., 03 October 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Supplier		
	Single entity <input type="checkbox"/>	JV member <input type="checkbox"/>	
Total Contract Amount	<i>[insert total contract amount and currency(ies)]</i>	USD <i>[insert exchange rate and total contract amount in USD equivalent]</i>	
If member in a JV, specify participation in total Contract amount	<i>[insert percentage participation]</i>	<i>[insert total contract amount and currency(ies)]</i>	USD <i>[insert exchange rate and total contract amount in USD equivalent]</i>
	<i>[describe participation in JV and goods supplied]</i>		
Purchaser's Name:	<i>[insert full name]</i>		
Address:	<i>[insert mailing address]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and</i>		

Contract of Similar Supply and Production Capacity	
Similar Contract No.	Information
<i>[insert number] of [insert number of similar contracts required]</i>	
E-mail:	<i>city area codes]</i> <i>[insert e-mail address, if available]</i>
Description of the similarity in accordance with Sub-Factor 2.4.2 of Section III:	
1. Physical size of Goods required	<i>[insert physical size of items]</i>
2. Quality standards	<i>[insert quality standards]</i>
3. Other Characteristics	<i>[insert other characteristics as described in Section VI, Schedule of Requirements]</i>
Attached herewith are the copies of originals of:	
(a) abstracts of contract documents, JV Agreements, etc. evidencing that the size and nature of the above-mentioned contract meets the requirements specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2.	
(b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)), evidencing that the contract above-mentioned contract has been successfully completed.	

Form EXP -3: Production and Sales of Goods offered

[The following table shall be filled in for Goods offered by the Bidder, by each member of a JV and by a specialized subcontractor.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

Subcontractor's Legal Name: [insert full name]

IFB No.: [insert number]

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

[The Bidder shall fill out the following form, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.3.]

Information on Goods offered			
No.	Description of Goods	Years of Production	Number of units of similar capacity that have been sold
1	[insert description of Good]	[insert years]	[insert number]
2			
3			

Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

Notes for the Purchaser

The Form ACK should be finalized by using the latest version of Form ACK, uploaded in the JICA webpage;

https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/index.html

The “date of issuance of Invitation for Bids” under B) and B’) below should be both revised to:

- (a) “request for price quotation,” if a contractor is selected through the International Shopping”;
- (b) "appointment", if a contractor is selected through the Direct Contracting; or
- (c) “Commencement of actual selection/bidding process”, if the Borrower wishes to adopt procurement procedures other than ICB, Limited International Bidding, International Shopping, or Direct Contracting.

The contact/ mailing address of JICA office in the project country should be stated in E) (2). Such address can be found in the webpage, URL of which has been given in E) (1). If there is no JICA office available in the country, E) (2) should be deleted in its entirety.

A) I, [*insert name and position of authorized signatory*], being duly authorized by [*insert name of Bidder/members of joint venture (“JV”)*] (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that:

- (i) all information provided in the Bid submitted by the Bidder and its subcontractors for [*insert name of the Project, and name, number and identification of lot(s) (contracts(s)) as stated in BDS 1.1*] is true, correct and accurate to the best of the Bidder’s and my knowledge and belief; and
- (ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>

- B') I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

- C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.
- D) I certify, on behalf of the Bidder and its subcontractors, that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.
- E) I further certify, on behalf of the Bidder and its subcontractors, that if the Bidder and any of its subcontractors is requested, directly or indirectly, to engage in any corrupt or fraudulent practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of procurement such as negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://forms.office.com/r/7n9Z2c4fAR>

Tel: +81 (0)3 5226 8850

- (2) JICA XX office

Tel:

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) including the Purchaser or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not

complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Purchaser and any sanctions imposed by or actions taken by JICA.

Authorized Signatory
[insert name of signatory; title]

For and on behalf of
[insert name of the Bidder]
Date: *[insert date]*

Form of Bid Security

(Bank Guarantee)

[*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: [*insert its name and address*]

IFB No.: [*insert number of Invitation for Bids*]

Date: [*insert date of issue*]

BID GUARANTEE No.: [*insert guarantee reference number*]

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

We have been informed that [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of [*insert description of contract*].

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in words*] ([*insert amount in figures*]) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding document.

This guarantee shall expire and be returned to us: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the

Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]

Section V. Eligible Source Countries of Japanese ODA Loans

Notes for the Purchaser

This Section contains information and provisions as to the Eligible Source Countries applicable for the Bidders, and for the Goods and Related Services to be supplied under the Contract, as included in the Loan Agreement with JICA.

The Purchaser shall insert below, all relevant information and provisions cited from the Loan Agreement with JICA. If any additional documents are required to be submitted by the Bidder as evidence of compliance of the provisions above, such additional documents shall be listed in Section II, Bid Data Sheet: under ITB 11.1(i).

PART 2 – SUPPLY REQUIREMENTS

Section VI. Schedule of Requirements

Notes for the Purchaser

The Schedule of Requirements shall be included in the Bidding Document by the Purchaser, and shall cover, at a minimum, a description of the Goods and Related Services to be supplied and the Delivery Schedules.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 39.

The date or period for delivery should be carefully specified, taking into account:

- (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered to the carriers); and
- (b) the date prescribed herein from which the Purchaser’s obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

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2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The required delivery periods of Services should be realistic, and consistent with the required Goods delivery periods (as per Incoterms).]

Item No	Description of Service	Quantity (if applicable)	Unit of Measurement	Place where Services shall be delivered	Completion Period of Services (calculated from the Contract Effective Date)
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert place of delivery]</i>	<i>[insert the number of days from the Contract Effective Date]</i>

3. Technical Specifications

Notes for the Purchaser

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 by taking into account that:

- (a) 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.
- (b) The TS shall require that all Goods and materials to be incorporated in the Goods be new, unused, and of the most latest or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- (c) 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.
- (d) The use of metric units is encouraged.
- (e) Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. The TS should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- (f) Standards for equipment, materials, and workmanship specified in the Bidding Document 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 Purchaser’s or from other eligible source 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.
- (g) The TS shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - (i) Standards of materials and workmanship required for the production and manufacturing of the Goods.

- (ii) Detailed tests required (type and number).
 - (iii) Other additional work and/or Related Services required to achieve full delivery.
 - (iv) Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.
 - (v) 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.
- (h) 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 Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

When the Purchaser requests that the Bidder provides in its Bid a part or all of the TS, 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.

If a summary of the TS has to be provided, the Purchaser shall insert information in the table below and instruct the Bidder to prepare a similar table to justify compliance with the requirements.

“Summary of Technical Specifications.

The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[Insert item No]	[Insert name]	[Insert TS and Standards]

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

[Insert detailed description of TS]”

4. Drawings

Notes for the Purchaser

The purpose of drawings is to specify locations, dimensions, materials to be used, stages of manufacturing, and other characteristics of the Goods and Related Services. The Purchaser should prepare such drawings, as needed, and include them in the Bidding Document.

It is essential that the Purchaser prepares a **List of Drawings** provided below, showing all drawings supplied and issued as part of the Bidding Document.

This Bidding Document includes the following drawings.

[If drawings will be included, the Purchaser shall list out the drawings to be issued in the list below.]

List of Drawings		
Drawing No.	Drawing Name	Purpose

5. Inspections and Tests

The following inspections and tests shall be performed: [*The Purchaser shall insert a list of inspections and tests.*]

**PART 3 – CONDITIONS OF CONTRACT
AND CONTRACT FORMS**

Notes for the Purchaser

The Conditions of Contract comprise two parts:

- (a) **General Conditions** – GC (Section VII of this document); and
- (b) **Particular Conditions** – PC (Section VIII of this document).

The use of these General Conditions (Standard GC) is required in all bidding documents/contracts for supply of goods to be procured through international competitive bidding (ICB) and financed by Japanese ODA Loans, and they shall be used without any modification.

A copy of the Standard GC shall be attached to the Bidding Document/Contract prepared by the Purchaser. If the General Conditions in the Bidding Document/Contract prepared by the Purchaser contain modifications from the Standard GC, JICA will not consider them valid and will require the Purchaser to revise the Bidding Document/ Contract so that the Standard GC, as defined above, shall apply.

The Particular Conditions (PC) complement the General Conditions (GC) to specify data and contractual requirements linked to the special circumstances of the country, the Purchaser, the consultants, the sector, the overall project, and the Goods and Related Services. It is good practice to have a list of tax and custom regulations applicable in the country, to be provided as non-binding general information, attached to the Bidding Document.

In addition to those mentioned above, country- or project-specific provisions must also be prepared and incorporated in each case. Whoever drafts the PC should be thoroughly familiar with the provisions of the GC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones. Note that the **PC provisions take precedence over those in the GC**. Clause numbers in the PC correspond to those in the GC.

Section VII. General Conditions (GC)

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1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the supply and delivery of the Goods and Related Services.
 - (b) “Base Date” means the date twenty-eight (28) days prior to the latest date for submission of the Bids.
 - (c) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (d) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (e) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (f) “Contract Effective Date” means the date of signing of the Contract Agreement by both parties to the Contract.
 - (g) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (h) “day” means calendar day.
 - (i) “Delivery Period” is a period specified in the Contract as a delivery period with respect of any good or services to be delivered under the Contract, (calculated from the Contract Effective Date). The respective Goods or Related Services, as the case may be shall be delivered on or before such Delivery Period.
 - (j) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (k) “Incoterms” means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition as of the Base Date), 38 Cours

Albert 1^{er}, 75008 Paris, France.

- (l) “JICA” means the Japan International Cooperation Agency.
- (m) “Letter of Acceptance” means the letter of formal acceptance, signed by the Purchaser, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
- (n) “Origin” means the place where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- (o) “PC” means the Particular Conditions.
- (p) “Project Site” where applicable, means the place of final destination that the Goods and Related Services are to be delivered **as specified in the PC**.
- (q) “Purchaser” means the entity purchasing the Goods and Related Services, **as specified in the PC**.
- (r) “Purchaser’s Country” is the country **specified in the PC**.
- (s) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, excluding inland transportation and other services required to convey the Goods to their place of delivery.
- (t) “Subcontractor” means any person to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier, and the legal successors in title to each of these persons.
- (u) “Supplier” means the person(s) whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and the legal successors in title to this person(s).

- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Corrupt or Fraudulent Practices**
- 3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in any corrupt or fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving fourteen (14) days notice to the Supplier, terminate the Contract, and the provisions of GC Clause 35 shall apply as if such termination had been made under GC Sub-Clause 35.1.
- 3.2 Should any employee of the Supplier be determined, based on reasonable evidence, to have engaged in any corrupt or fraudulent practice during the execution of the Contract, then that employee shall be removed.
- 3.3 The Supplier is required to comply with JICA's policy in regard to corrupt and fraudulent practices as declared in the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.
- 4. Interpretation**
- 4.1 In the Contract, except where the context requires otherwise:
- (a) words indicating one gender include all genders;
 - (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (c) provisions including the word "agree," "agreed," or "agreement" require the agreement to be recorded in writing;
 - (d) the word "Tender" is synonymous with "Bid," "Tenderer," with "Bidder," and "Tender Document" with "Bidding Document;" and
 - (e) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
- 4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the latest edition of Incoterms as of the Base Date.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-Waiver

- (a) Subject to GC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language **specified in the PC**.

Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- 5.2 The Supplier shall bear all costs of translation to the language specified under GC Sub-Clause 5.1 and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 Any Goods and Related Services to be supplied/ delivered under the Contract shall meet the requirement specified in annex entitled “Eligible Source Countries of Japanese ODA Loans” to the PC.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing and delivered against receipt to the address **specified in the PC**.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, **unless otherwise specified in the PC**.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods and Related Services under the Contract.

Arbitration shall be conducted as follows:

- (a) if the Contract is with a foreign supplier (or if the lead partner is a foreign supplier, in case of JV), international arbitration (1) with proceedings administered by the arbitration institution **designated in the PC**, and conducted under rules of arbitration of such institution; or if so **specified in the PC**, (2) with proceedings administered by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or (3) if neither an arbitration institution nor arbitration rules are specified in PC, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- (b) if the Contract is with a domestic supplier (or if the lead partner is a domestic supplier, in case of JV), arbitration with proceedings conducted in accordance with the laws of the Purchaser's Country.

The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in GC Sub-Clause 5.1.

10.3 Notwithstanding any reference to arbitration herein,

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

- 11. Scope of Supply**
 - 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
 - 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion as if such items were expressly mentioned in the Contract.
- 12. Delivery and Documents**
 - 12.1 Subject to GC Sub-Clause 33.1, the delivery of the Goods and the Completion of Related Services shall be in accordance with the Delivery Schedules and the Completion Schedule specified in the

Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the PC**.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC Clause 11, and the Delivery Schedules, as per GC Clause 12.

14. Purchaser's Responsibilities

14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

15. Contract Price

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

16. Terms of Payment

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

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods and Related Services delivered, and by the documents submitted pursuant to GC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Accepted Contract Amount is expressed.

16.4 Payment of the amount due in:

- (a) local currency, payable from the proceeds of the Loan shall be made through the disbursement procedure **specified in the PC**; and
- (b) foreign currency, payable from the proceeds of the Loan shall be made through the disbursement procedure **specified in the PC**.

Payment of the amount due in each currency, payable from any source of finance other than the Loan Agreement such as the Purchaser's own funds, shall be made directly into the bank account, nominated by the Supplier, in the payment country (for this currency) specified in the Contract.

Any charges or fees associated with or incidental to remittance of funds from JICA/Purchaser to the Supplier's account including but not limited to those for opening and amendment commissions of the Letter of Credit shall solely be borne by the Purchaser.

- 16.5 If the Supplier does not receive payment on its respective due date specified in the Contract, the Supplier shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay until payment has been made in full, whether before or after judgment or arbitral award.

Unless otherwise stated in the PC, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.

17. Taxes and Duties

- 17.1 The Supplier shall bear and pay all taxes, duties, levies and charges assessed on the Supplier, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the delivery of all Goods and Related Services listed in the Contract, unless otherwise **stated in the PC**.

In this context;

- (a) duties, taxes and levies listed in the PC shall be exempted. Such exemptions are fallen into two categories, namely:

- (i) "No Pay" category: The Supplier shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities; or
- (ii) "Pay & Reimburse" category: The Supplier shall be entitled to exemption from duties, taxes and levies, falling into this category, provided that he first makes all payments arising from or out of or in connection with such liabilities and then applies for their reimbursement from the relevant authority, following the procedure prescribed by such authority;

or

- (b) duties, taxes and levies shall be paid by the Purchaser on behalf of the Supplier.

- 17.2 Notwithstanding GC Sub-Clause 17.1 above, the Purchaser shall bear and promptly pay all customs and import duties for the

Goods specified in Price Schedule No. 1.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required **as specified in the PC**, the Supplier shall, within twenty-eight (28) days of the Letter of Acceptance provide a performance security for the performance of the Contract in the amount **specified in the PC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 **As specified in the PC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the Contract Forms, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date on which the Supplier's performance obligations under the Contract, including any warranty obligations, have been completed.

19. Copyright

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

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the

Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this GC Clause 20.

- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with JICA or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of this GC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- 20.5 The provisions of this GC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GC Clauses 3 and 7.
- 21.3 All Subcontractors intended to be used by the Supplier for the purpose of production and/or delivery of the Goods and Related Services offered shall be named in the Contract. The

Subcontractors so named in the Contract shall not be replaced in any manner whatsoever without prior written consent of the Purchaser.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

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

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, and any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 **Unless otherwise specified in the PC**, the Goods and Related Services 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 accordance with the applicable Incoterms or in the manner **specified in the PC**.

- 25. Transportation** 25.1 **Unless otherwise specified in the PC**, responsibility for arranging transportation of the Goods and Related Services shall be in accordance with the specified Incoterms.
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services in accordance with the nature, frequency and procedures specified in the Contract to verify that the characteristics and performance of the Goods and the Related Services comply with the technical specifications codes and standards under the Contract.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country **as specified in the PC**. Subject to GC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished by the Supplier at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Periods and the date of Completion and

the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods and Related Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods (or parts thereof) and Related Services or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods and Related Services or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 **Unless otherwise specified in the PC**, the warranty shall remain valid for twelve (12) months after the Goods (or any parts thereof) and Related Services as the case may be, have been delivered to and accepted at the final destination

indicated in the PC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within a reasonable period, expeditiously repair or replace the defective Goods (or parts thereof) and Related Services, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within a reasonable period, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

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

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

pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

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

indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

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

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

33. Change Orders and Contract Amendments

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically

manufactured for the Purchaser;

- (b) the method of shipment or packing;
- (c) the place and/or the time of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an appropriate adjustment shall be made in the Contract Price or in the 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 twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

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

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

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or Related Services pursuant to GC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case such shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GC Clause 32, 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 GC Clause 27, unless an extension of time is agreed upon, pursuant to GC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in

part, if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GC Clause 3, in competing for or in executing the Contract.

(b) If the Supplier:

- (i) fails to deliver any or all of the Goods and Related Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GC Clause 34 and the amount of the Liquidated Damages under GC Clause 27 reaches the maximum amount; or
- (ii) fails to perform any other obligation under the Contract;

then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to GC Sub-Clause 35.1.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GC Sub-Clause 35.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time

for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export
Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, the Purchaser's Country, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section VIII. Particular Conditions (PC)

Notes for the Purchaser

This Section contains data and provisions specific to each Contract. The contents of this Section modify or supplement the General Conditions.

The Particular Conditions (PC) shall be completed by the Purchaser in accordance with the Project and/or Country specific requirements and circumstances, as specifically instructed under each such provision. Moreover, should the Purchaser intend to modify the General Conditions, it shall be done only through a relevant specific provision to be drafted and included in the PC and the General Conditions attached in this SBD (Goods) shall remain untouched.

The “*Notes for the Purchaser*”, “boxed” notes and italicized notes are not part of the PC, but contain guidelines and instructions for the Purchaser. They shall be deleted from the actual Bidding Document to be issued to the Bidders except for PC 8.1(b), which require the relevant data to be filled in prior to signing of the Contract.

Particular Conditions (PC)

GC 1.1(p)	The Project Site(s) is/are: <i>[insert name(s) and detailed information on the location(s) of the Site(s)]</i>
GC 1.1(q)	The Purchaser is: <i>[insert complete legal name of the Purchaser]</i>
GC 1.1(r)	The Purchaser's Country is: <i>[insert name of the Purchaser's Country]</i>
GC 5.1	The language shall be: <i>[insert one of the following: "Japanese", "English", "Spanish" or "French"]</i>
GC 8.1	For notices; (a) the Purchaser's address shall be: <i>[Insert Purchaser's address]</i> . (b) the Supplier's address shall be: <i>[Insert Supplier's address]</i> .
GC 9.1	<i>[The following provision should be included, if the governing law is not the laws of the Purchaser's Country. Otherwise, delete this entire PC 9.1.]</i> The governing law shall be the laws of: <i>[insert name of country or state]</i>
GC 10.2(a)(i)	administered by <i>[insert name of the arbitration institution. Otherwise, delete this entire PC10.2 (a)(i).]</i>
GC10.2(a)(ii)	conducted under <i>[insert name of arbitration rules. Otherwise, delete this entire PC10.2(a)(ii).]</i>
GC 12.1	Details of shipping and other documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]</i> . The above documents shall be received by the Purchaser before arrival at the point of delivery of the Goods and if not received, the Supplier will be responsible for any consequent expenses.
GC 15.1	The prices charged for the Goods supplied and the Related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable. <i>[Price adjustment is recommended for contracts which provide for delivery periods exceeding 18 months or when local or foreign inflation is expected to be high. If prices are adjustable; insert the following provision; otherwise</i>

delete it in its entirety.]

In this Sub-Clause, “table of adjustment data” means the completed table(s) of adjustment data for local and foreign currencies included in the Schedule of Adjustment Data. If there is/are no such table(s) of adjustment data, this Sub-Clause shall not apply.

If this Sub-Clause applies, the amounts payable to the Supplier shall be adjusted for rises or falls in the cost of inputs to the Goods and Related Services, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause; subject to the following:

- (a) No adjustment shall be made beyond the original delivery date unless covered by an extension of time awarded by the Purchaser under the terms of the Contract;
- (b) No price increase shall be allowed for periods of delay for which the Supplier is responsible. The Purchaser will, however, be entitled to any price decrease occurring during such periods of delay; and
- (c) No price adjustment shall be made or payable on the portion of the Contract Price paid to the Supplier as advance payment.

In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Purchaser's Country, of this relevant currency on the below date for which the index is required to be applicable.

The formulae shall be as follows.

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“P_n” is the adjustment multiplier to be applied to the amount of payment in accordance with GC Clause 16 taking place in the period “n”, this period being a month unless otherwise stated in the Contract.

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the Goods and Related Services, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and

	<p>materials;</p> <p>“Ln”, “En”, “Mn”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date forty-nine (49) days prior to the last day of the period “n”; and</p> <p>“Lo”, “Eo”, “Mo”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.</p>
<p>GC 16.1</p>	<p>[The following Terms of Payment are given as an example suitable for Supply Contracts.]</p> <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for the Goods and Related Services supplied from outside Purchaser’s Country:</p> <p>Payment of foreign currency portion shall be made in [<i>insert foreign currency of the Contract Price</i>] in the following manner:</p> <p>(a) Advance Payment: Ten (10) percent of the Contract Price shall be paid, upon signing of the Contract, within twenty-eight (28) days after receipt of invoice and a bank guarantee for the equivalent amount valid until the Goods and Related Services are delivered and in the form provided in the Bidding Document or another form acceptable to the Purchaser.</p> <p>(b) On Shipment: Eighty (80) percent of the Contract Price shall be paid through an irrevocable letter of credit opened in favor of the Supplier against the documents specified in the letter of credit.</p> <p>(c) On Acceptance: Ten (10) percent of the Contract Price shall be paid within fifty-six (56) days after receipt of invoice and a certificate from the Purchaser declaring that the Goods and Related Services have been delivered and accepted.</p> <p>Payment for the Goods and Related Services supplied from within the Purchaser’s Country:</p> <p>Payment for local currency portion shall be made in [<i>insert local currency of the Contract Price</i>] in the following manner:</p> <p>(a) Advance Payment: Ten (10) percent of the Contract Price shall be paid within, upon signing of the Contract, within twenty-eight (28) days after receipt of invoice and a bank guarantee for the equivalent amount valid until the Goods and Related Services are delivered and in the form provided in the Bidding Document or another form acceptable to the</p>

	<p>Purchaser.</p> <p>(b) On Delivery: Eighty (80) percent of the Contract Price shall be paid within fifty-six (56) days after receipt of invoice and the documents specified in GC Clause 12.</p> <p>(c) On Acceptance: Ten (10) percent of the Contract Price shall be paid within fifty-six (56) days after receipt of invoice and a certificate from the Purchaser declaring that the Goods and Related Services have been delivered and accepted.</p>												
<p>GC 16.4</p>	<p>(a) Payment of the amount due in local currency, payable from the proceeds of the Loan shall be made through [<i>State the relevant disbursement procedure as set forth in the Loan Agreement</i>].</p> <p>(b) Payment of the amount due in foreign currency, payable from the proceeds of the Loan shall be made through [<i>State the relevant disbursement procedure as set forth in the Loan Agreement</i>].</p> <p>The brochures describing the JICA's Disbursement Procedures above are available at:https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure</p>												
<p>GC 16.5</p>	<p>[<i>Specify the annual rate for calculation of financing charges, if it is different from three percentage points above the discount rate of the central bank in the country of the currency of payment or the interbank offered rate; otherwise, delete this entire PC 16.5.</i>]</p> <p>The interest rate is: [<i>insert rate</i>]</p>												
<p>GC 17.1</p>	<p>[<i>This PC Sub-Clause shall be consistent with ITB 14.9.</i>]</p> <p><i>The Purchaser shall choose subparagraphs (a) and/or (b) of the following paragraph, as applicable and complete, indicating clearly which taxes, duties and levies are exempted and the relevant exemption categories (as described below), in accordance with the Exchange Notes between the Purchaser's Country and the Government of Japan, and under the law of the Purchaser's Country. If none is applicable, delete this entire PC 17.1.]</i></p> <p>(a)</p> <table border="1" data-bbox="483 1556 1235 1881"> <thead> <tr> <th>No.</th> <th>Duty/ Tax/ Levy</th> <th>Exemption Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>[<i>insert duty/ tax/ levy</i>]</td> <td>[<i>indicate whether "No Pay" or "Pay & Reimburse"</i>]</td> </tr> <tr> <td>2</td> <td>[<i>insert duty/ tax/ levy</i>]</td> <td>[<i>indicate whether "No Pay" or "Pay & Reimburse"</i>]</td> </tr> <tr> <td>3</td> <td>[<i>insert duty/ tax/ levy</i>]</td> <td>[<i>indicate whether "No Pay" or "Pay & Reimburse"</i>]</td> </tr> </tbody> </table>	No.	Duty/ Tax/ Levy	Exemption Category	1	[<i>insert duty/ tax/ levy</i>]	[<i>indicate whether "No Pay" or "Pay & Reimburse"</i>]	2	[<i>insert duty/ tax/ levy</i>]	[<i>indicate whether "No Pay" or "Pay & Reimburse"</i>]	3	[<i>insert duty/ tax/ levy</i>]	[<i>indicate whether "No Pay" or "Pay & Reimburse"</i>]
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3	[<i>insert duty/ tax/ levy</i>]	[<i>indicate whether "No Pay" or "Pay & Reimburse"</i>]											

	<p>(b) duties, taxes and levies listed below shall be paid by the Purchaser on behalf of the Supplier:</p> <p><i>[insert list of duties, taxes and levies]</i></p>
GC 18.1	<p>A Performance Security <i>[insert “shall” or “shall not” be required]</i></p> <p><i>[If a Performance Security is required, insert the following provision; otherwise delete it in its entirety.]</i></p> <p>The amount of the Performance Security shall be: <i>[insert Percentage]</i> percent of the Contract Price and in the same currency(ies) of the Contract Price.</p> <p><i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser’s perceived risk and impact of non-performance by the Supplier. A ten (10) percentage is used under normal circumstances.]</i></p>
GC 18.3	<p>If required, the Performance Security shall be in the form of: <i>[Insert either “a demand guarantee issued by a reputable bank in the Purchaser’s Country or abroad, acceptable to the Purchaser” or “a surety bond issued by a bonding or insurance company in the Purchaser’s Country, or in abroad if there is a corresponding financial institution located in the Purchaser’s Country.”]</i></p>
GC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p> <p><i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i></p>
GC 25.1	<p><i>[The following provision shall be included, if the responsibility for transportation is not in accordance with Incoterms; otherwise, delete this entire PC 25.1.]</i></p> <p>Responsibility for transportation shall be as follows: <i>[specify the respective responsibilities of the Purchaser and the Supplier.]</i></p>
GC 26.2	<p>The inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i></p>

GC 27.1	<p>The liquidated damage shall be: <i>[insert number]</i> % per week</p> <p><i>[The applicable percentage should be 0.5% per 1-week delay.]</i></p> <p>The maximum amount of liquidated damages shall be: <i>[insert number]</i> % of the Contract Price</p> <p><i>[The maximum shall not exceed ten (10) percentage of the Contract Price.]</i></p>
GC 28.3	<p><i>[The following sentence shall be included, if the period of validity of the warranty is different from the one indicated in GC Sub-Clause 28.3. Otherwise, delete it in its entirety.]</i></p> <p>The period of validity of the warranty shall be: <i>[insert number]</i> days.</p> <p>For purposes of the warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i></p>
GC 30.1(b)	<p><i>[If the aggregate liability of the Supplier is equivalent to the Contract Price, delete this entire PC 30.1(b). Otherwise select and complete one of the two options below as appropriate, and delete the other.]</i></p> <p>The product of <i>[insert a multiplier less or greater than one]</i> times the Contract Price.</p> <p><i>[or]</i></p> <p><i>[insert amount of the aggregate liability]</i></p>

Annex to the Particular Conditions - Eligible Source Countries of Japanese ODA Loans.**Notes for the Purchaser**

The Purchaser shall insert here the same information and provisions as to the Eligible Source Countries applicable for the Supplier, and for the Goods and Related Services to be supplied under the Contract, as included in Section V, which should be drafted citing all relevant information and provisions from the Loan Agreement.

Section IX. Contract Forms

Table of Forms

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Performance Security	5
Advance Payment Security.....	9

Letter of Acceptance

[insert letterhead paper of the Purchaser]

[insert date]

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

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Contract Forms, of the Bidding Document.

Authorized Signature : _____

Name and Title of Signatory : _____

Name of Agency : _____

Attachment: Memoranda (*Insert list of memoranda (if any) as referred in GC Sub-Clause 1.1(m).*)

Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of Goods and Related Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert amount(s) in foreign currency(ies) in words and figures]* and *[insert amount in local currency in words and figures]* (hereinafter called "the Accepted Contract Amount").

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Letter of Acceptance
 - (c) Letter of Bid
 - (d) Particular Conditions
 - (e) General Conditions
 - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (g) completed schedules (including Price Schedule and the Schedule of Adjustment Data)

- (h) Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans
 - (i) *[Any other document(s) shall be added here]*
3. This Contract Agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
 4. 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 Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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 on the day, month and year first above written.

Signed by _____
for and on behalf of the Purchaser
in the presence of:

Signed by _____
for and on behalf the Supplier
in the presence of:

Witness;
Name :
Signature :
Address :

Witness;
Name :
Signature :
Address :

Date :

Date :

Performance Security

Option 1: Demand Guarantee

Notes for the Purchaser

The Purchaser should note that in the event of an extension 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.

[insert Guarantor letterhead or SWIFT identifier code]

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

Date: *[insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the

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

Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire and be returned to us, no later than the [*insert the day*] day of [*insert month*], [*insert year*]² and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

[*signature(s)*]

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

² *Insert the latest of the all Delivery Periods.*

Option 2: Surety Bond

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

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

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

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

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

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the acceptance/ completion certificate.

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

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

Advance Payment Security

Demand Guarantee

Notes for the Purchaser

The Purchaser should note that in the event of an extension of the time to perform the Contract, it 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.

[*Guarantor letterhead or SWIFT identifier code*]

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

Date: [*insert date of issue*]

ADVANCE PAYMENT GUARANTEE No.: [*insert guarantee reference number*]

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

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

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

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*] ([*insert amount in words*])¹ upon receipt by us of the Beneficiary’s first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract because the Applicant used the advance payment for purposes other than toward supply of the Goods and the Related Services.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to

¹ *The Guarantor shall insert the amount(s) specified in the PC and denominated, as specified in the PC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Applicant under the Contract, and it shall expire and be returned to us on the *[insert day]* day of *[insert month]*, *[insert year]*².

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

[signature(s)]

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

² *Insert the latest of all Delivery Periods.*

Japan International Cooperation Agency

URL:<https://www.jica.go.jp>

E-mail:lppsd@jica.go.jp