

GOODS

***STANDARD BIDDING DOCUMENTS
UNDER JAPANESE ODA LOANS***

PROCUREMENT OF GOODS



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

May 2013

Version 1.1

Preface

These Standard Bidding Documents for Procurement of Goods (SBD (Goods)) have been prepared by Japan International Cooperation Agency (JICA).

These SBD (Goods) are consistent with the Guidelines for Procurement under Japanese ODA Loans, April 2012 and their use is **required** for the procurements of goods in projects to be financed, in whole or in part, by JICA under the aforesaid Guidelines. The use of these SBD (Goods) is also encouraged for contracts under the Guidelines for Procurement published in October 1999 or March 2009, as these SBD (Goods) reflect recent best practices of public procurement and JICA's policy.

These SBD (Goods) are to be used for the procurement of goods through International Competitive Bidding (ICB).

The procedures and practices incorporated in these SBD (Goods) are based on the Master Bidding Documents for Procurement of Goods, prepared by the Multilateral Development Banks and other public international financing institutions. These SBD (Goods) reflect the structure and the provisions of the Master Bidding Documents, except where specific considerations within JICA have required a change.

These SBD (Goods) assume that no prequalification has taken place before bidding.

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

Summary Description

A brief description of these documents is given below.

SBD for Procurement of Goods

Invitation for Bids (IFB)

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

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bid Data Sheet (BDS)

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

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used 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 Bidder and submitted as part of its Bid.

Section V. Eligible Source Countries of Japanese ODA Loans

This Section contains information regarding eligible source countries under Japanese ODA Loans.

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 clauses specific to each contract which modify or supplement the General Conditions and which shall be prepared by the Purchaser.

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 contract award.

Notes for Users

The use of these Standard Bidding Documents for Procurement of Goods (SBD (Goods)) published by JICA is **required** for all procurement of Goods contracts to be financed by Japanese ODA Loans.

These SBD (Goods) have been prepared as standard documents, which shall be used in their published form without suppressing or adding text to the standard sections of the documents to be used without modification, which are Section I, Instructions to Bidders (Standard ITB), and Section VII, General Conditions of Contract (Standard GC).

If the ITB and/or GC in the Bidding Documents prepared by the Purchaser contain modifications from the Standard ITB and/or Standard GC included in these SBD (Goods), JICA will not consider them valid and the Standard ITB and/or Standard GC, as defined above, shall apply.

All information and data particular to each individual contract and required by Bidders in order to prepare responsive Bids must be provided by the Purchaser, prior to issuing the Bidding Documents, 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 Supply Requirements (Section VI), the Particular Conditions (Section VIII) and the Contract Forms (Section IX). Unless specifically agreed with JICA, the Particular Conditions shall not materially alter the provisions of the General Conditions.

The following directions should be observed when using these SBD (Goods):

- (i) Specific details, such as the name of the Purchaser, address for Bid submission, etc., should be furnished in the spaces indicated by italicized notes inside brackets.
- (ii) The footnotes, “boxed” notes and italicized notes in these 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 Documents, but contain guidance and instructions for the Purchaser. Do not incorporate them in the actual Bidding Documents.
- (iii) Where alternative clauses or texts are shown, select those which best suit the particular procurement and discard the alternative text which is not used.

The time allowed for preparing and submitting Bids should not be too short and should be adequate enough for Bidders to properly study the Bidding Documents and prepare complete and responsive Bids.

A form of Invitation for Bids, which is not part of the Bidding Documents, is given below for reference.

BIDDING DOCUMENTS

for

Procurement of

[insert identification of the Goods]

Purchaser: *[insert name of Purchaser]*

Country: *[insert name of Country]*

Project: *[insert name of Project]*

Loan No.: *[insert number of Loan Agreement]*

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Invitation for Bids

Notes on Invitation for Bids

In case Bids are invited openly from suppliers, 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 Borrower's country; and
- (b) with sending copies of the invitation to JICA.

The Invitation for Bids provides information that enables potential Bidders to decide whether to participate. Apart from a summary description of the Goods to be procured, the Invitation for Bids should also indicate any important Bid evaluation criteria or qualification requirement.

The Invitation for Bids should be consistent with the information contained in Section II - Bid Data Sheet.

Invitation for Bids

Date: *[date of issuance of IFB]*

Loan Agreement No: *[insert number]*

IFB No: *[insert number]*

Reference Identification No: *[insert number]*

1. The *[insert name of Borrower]* has received¹ a loan from Japan International Cooperation Agency (JICA) toward the cost of *[insert name of Project]*. It is intended that part of the proceeds of this loan will be applied to eligible payments under the Contract² for *[insert title of contract]*.
2. 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 Loan Agreement.
3. The *[insert name of Purchaser]* now invites sealed Bids from eligible and qualified Bidders for the procurement of *[insert brief description of the Goods to be procured]*³ (“the Goods”).
4. Interested eligible Bidders may obtain further information from and inspect the Bidding Documents at the office of *[insert name of appropriate purchasing unit]*⁴ *[insert mailing address, email address, and/or facsimile numbers of appropriate office for inquiry and issuance of Bidding Documents]*.
5. A complete set of Bidding Documents 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 *[insert amount in currency of Borrower’s country or in specified convertible currency]*⁵.
6. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Standard Bidding Documents under Japanese ODA Loans for the Procurement of Goods.

¹ Substitute “has applied for,” if appropriate.

² Substitute “contracts” where Bids are called concurrently for multiple contracts. Add a new para. 4 and renumber paras 4 - 8 as follows: “Bidders may bid for one or several contracts, as further defined in the Bidding Documents. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.”

³ A brief description of the type(s) of 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.

⁴ The office for inquiry and issuance of Bidding Documents and that for bid submission may or may not be the same.

⁵ The fee, to defray printing and mailing/shipping costs, should be nominal.

7. Bids must be delivered to the above address⁶ at or before [*insert time*] on [*insert date*]⁷ and must be accompanied by a Bid Security of [*insert fixed sum*].
8. Bids will be opened in the presence of the Bidders' representatives who choose to attend at [*insert time and date*] at the office of [*insert address of appropriate office*].

[*Insert name of office*]

[*Insert name of person in charge officer*]

[*Insert postal address*] and/or [*Insert street address*]

[*Insert telephone number, indicate country and city code*]

[*Insert facsimile number*]

[*Insert email address*]

⁶ Substitute the Purchaser's address for Bid submission if different from its address for inquiry and issuance of Bidding Documents.

⁷ The time allowed for preparation of the Bid submission should be sufficient for Bidders to gather all the information required - preferably sixty (60) days, but in any case not less than forty-five (45) days after the date when the documents are available for distribution or the date of the advertisement, whichever is later. This period may be longer for very large projects, where time should be allowed for the formation of joint ventures and assembly of the necessary resources, and/or scrutiny of the Bidding Documents.

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Notes on Instructions to Bidders

Section I, Instructions to Bidders, provides the information necessary for Bidders to prepare responsive Bids in accordance with the requirements of the Purchaser. It also gives information on Bid submission, opening, and evaluation, and on the award of the Contract.

The use of the Standard Instructions to Bidders set forth in Section I of these Standard Bidding Documents for Procurement of Goods (version 1.1) published by JICA in May, 2013 (hereafter referred to as “Standard ITB”) is **required** in all Bidding Documents for procurement of Goods financed by Japanese ODA Loans, and they shall be used without modification. 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 will not be part of the Contract.

Section I. Instructions to Bidders

[Note to the Purchaser: The Instructions to Bidders governing all bidding processes for procurement of Goods funded with Japanese ODA Loans are the Standard Instructions to Bidder included in Section I of the Standard Bidding Documents for Procurement of Goods (SBD (Goods)) (version 1.1) published by JICA in May 2013.

A copy of the Standard Instructions to Bidders may be attached to the Bidding Documents prepared by the Purchaser for reference purposes only. If the Instructions to Bidders in the Bidding Documents prepared by the Purchaser contain modifications from the Standard Instructions to Bidders, JICA will not consider them valid and the Standard Instructions to Bidders, as defined above, shall apply.

Instead of attaching a copy of the Standard Instructions to Bidders, the Purchaser may use the following introductory text.]

The Instructions to Bidders governing this bidding process are the “Instructions to Bidders” included in Section I of the Standard Bidding Documents for Procurement of Goods (version 1.1) published by JICA in May, 2013. Those Instructions to Bidders are available on the JICA’s web site shown below:

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

A copy of these Instructions to Bidders is not attached to these Bidding Documents.

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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**, issues these Bidding Documents (hereinafter referred to as “Bidding Documents”) for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name, identification, and number of lot(s) (contract(s)) comprising this International Competitive Bidding (ICB) process are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (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; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Borrower **specified in the BDS** has applied for or received 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 **specified in the BDS**. The Borrower intends to apply a portion of the proceeds of the Loan to eligible payments under the Contract(s) for which these Bidding Documents are 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 will take appropriate measures for finance.
- 3. Corrupt and Fraudulent Practices**
 - 3.1 In this ITB 3.1, “Contractors” is used as a synonym of “Suppliers.”

It is JICA’s policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, 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 Bidder or 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 corrupt or fraudulent practices in competing for, or in executing another contract funded with Japanese ODA Loans or other Japanese ODA; and
- (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or a 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 was imposed.

“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 (as amended from time to time), 2010. 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 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 Advertisements for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

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

If it is revealed that a subcontractor, which has a direct contract with the Contractor, was debarred by the World Bank Group on the sub-contract 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, or (ii) three (3) years have passed since such debarment decision. 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 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 33.1(a) of Section VIII, the General Conditions.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.

4.2 A Bidder shall not have a conflict of interest. A Bidder shall not be employed 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 Supplier's obligations under a turnkey or design and build contract.

(b) A firm that has a close business relationship with the

Borrower's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the prequalification and Bidding Documents for the contract, (ii) the prequalification and Bid evaluation, or (iii) 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 or as a member in a Joint Venture. A firm (including its affiliate), if acting in the capacity of a subcontractor in one Bid, may participate in other Bids, only in that capacity.
- (d) A firm having any other form of conflict of interest other than (a) through (c) above shall be disqualified.

4.3 A Bidder shall be from any of the eligible source countries indicated in Section V, Eligible Source Countries of Japanese ODA Loans.

4.4 A Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a contract.

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

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by JICA shall have their origin in any of the eligible source countries indicated Section V, Eligible Source Countries of Japanese ODA Loans. At the Purchaser's request, Bidders may be required to provide evidence of the origin of the Goods and Related Services.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the place where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents 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 Documents.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, or Addenda to the Bidding Documents 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 Documents, and to furnish with its Bid all information and documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received 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

Documents 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 Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 24.2.

- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents 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 24.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language of Bid, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid;
 - (b) completed Price Schedules, in accordance with ITB 12 and 14;
 - (c) Bid Security, in accordance with ITB 21;
 - (d) 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;

- (e) alternative Bids, if permissible, in accordance with ITB 13;
- (f) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
- (g) documentary evidence in accordance with ITB 16 establishing the Bidder's eligibility to bid;
- (h) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) documentary evidence in accordance with ITB 18 establishing that the Goods and Related Services conform to the Bidding Documents;
- (j) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; and
- (k) any other document **required in the BDS.**

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12. Letter of Bid and Price Schedules

12.1 The Letter of Bid and the Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 **Unless otherwise specified in the BDS,** alternative Bids shall not be considered.

14. Bid Prices and Discounts

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

14.2 All items must be listed and priced separately in the Price Schedules.

- 14.3 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.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB 33. However, **if in accordance with the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reduction applicable to each package, or alternatively, to individual contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce, as of the date twenty-eight (28) days prior to the latest date for submission of the Bids.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible source country, in accordance with Section V, Eligible Source Countries of Japanese ODA Loans. Similarly, the Bidder may obtain insurance services from any eligible source country in accordance with Section V, Eligible Source Countries of Japanese ODA Loans. 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;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods 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:
 - (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser's Country, payable on the Related Services, if the Contract is awarded to 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.

16. Documents Establishing the

16.1 Bidders shall provide in the corresponding sheets included in Section IV, Bidding Forms, information to establish their eligibility

- Eligibility of the Bidder** in accordance with ITB 4.
- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 18. Documents Establishing the Conformity of the Goods and Related Services**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, 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.
- 18.2 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.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the Goods by the Purchaser.
- 18.4 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.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form

included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

**20. Period of
Validity of Bids**

- 20.1 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 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 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 20.3.
- 20.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract Price shall be determined as follows:
 - (a) In the case of fixed price contracts, the Contract Price shall be the Bid Price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, to determine the Contract Price, the fixed portion of the Bid Price shall be adjusted by the factor **specified in the BDS**.
 - (c) In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the correction indicated above.

21. Bid Security

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

21.2 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 financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security **specified in the BDS**

from a reputable source from an eligible source country. If the unconditional guarantee is issued by a 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 days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

21.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

21.4 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 44.

21.5 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.

21.6 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 43; or
- (ii) furnish a Performance Security in accordance with ITB 44.

21.7 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 and ITB 11.2.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

22.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

23.1 Bidders may submit their Bids by mail or by hand. Procedures for submission, sealing and marking are as follows:

Bidders shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE" and "COPY." These envelopes containing the original, the copies and the alternative(s), if any, shall then be enclosed in one single envelope. The rest of the

procedure shall be in accordance with ITB 23.2 and ITB 23.3.

- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process indicated in BDS 1.1; and
 - (d) bear a warning not to open before the time and date for Bid opening, in accordance with ITB 27.1.
- 23.3 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.

24. Deadline for Submission of Bids

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that no copies of the withdrawal notice are required). 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 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.

- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1

shall be returned unopened to the Bidders.

26.3 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.

27. Bid Opening

27.1 Except in the cases specified in ITB 25 and ITB 26, the Purchaser shall publicly open and read out in accordance with ITB 27.5 all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend.

27.2 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.

27.3 Second, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

27.4 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 envelopes that are opened and read out at Bid opening shall be considered further.

27.5 All other envelopes shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a modification;
- (c) the Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bid;
- (d) the presence or absence of a Bid Security; and
- (e) any other details as the Purchaser may consider

appropriate.

Only discounts and alternative Bids read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late Bids, in accordance with ITB 25.1.

- 27.6 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative Bids; and 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.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the evaluation of Bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 42.
- 28.2 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.
- 28.3 Notwithstanding ITB 28.2, 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.
- 29. Clarification of Bids**
- 29.1 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 35.
- 29.2 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.
- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Documents;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 31. Preliminary Examination of Bids**
- 31.1 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.
- 31.2 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) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security; and
 - (d) Price Schedules.
- 32. Qualification of the Bidder**
- 32.1 The Purchaser shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Bids.
- 32.2 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.
- 32.3 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant ITB 19.
- 32.4 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, in which event, if the assessment of the Bidder’s qualification was conducted for the lowest evaluated Bidder only, in accordance with ITB 32.2, the Purchaser shall

proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform the Contract satisfactorily.

33. Determination of Responsiveness

33.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

33.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents 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 Documents, 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.

33.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and 18, in particular, to confirm that all requirements of Section VI, Schedule of Requirements have been met without any material deviation, reservation or omission.

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

34. Nonmaterial Nonconformities

34.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

34.2 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.

34.3 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. The adjustment shall be made using the method specified in Section III, Evaluation and Qualification Criteria.

**35. Correction of
Arithmetical
Errors**

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

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

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

**36. Conversion to
Single Currency**

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

**37. Evaluation of
Bids**

37.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other criteria or methodology shall be permitted.

37.2 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 35.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.3;

- (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 36; and
- (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

37.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

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

- (a) in the case of Goods supplied from within the Purchaser's Country, sales and other similar taxes, which will be payable on the Goods if a Contract is awarded to the Bidder;
- (b) in the case of Goods supplied from outside the Purchaser's Country, customs duties and other import taxes levied on the imported Goods, sales and other similar taxes, which will be payable on the Goods if the Contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

37.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids in accordance with Section III, Evaluation and Qualification Criteria.

38. Comparison of Bids

38.1 The Purchaser shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 37.2 to determine the lowest-evaluated Bid.

- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 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

- 40. Award Criteria**
- 40.1 Subject to ITB 39.1, 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 Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. Purchaser's Right to Vary Quantities at Time of Award**
- 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 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 Documents.
- 42. Notification of Award**
- 42.1 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 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 Contract Price").
- 42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 42.3 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;
 - (d) name and address of supplier; and
 - (e) award date and amount of the Contract.
- 42.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.5 After the notification of award, 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 Bidders who, after the notification of award in accordance with ITB 42.1, request a debriefing.

43. Signing of Contract

- 43.1 Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid.

44. Performance Security

- 44.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General 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.
- 44.2 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.

Section II. Bid Data Sheet

Notes on Bid Data Sheet

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

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Purchaser must specify in the BDS only the information that the ITB request 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.

Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is: <i>[insert number of the Invitation for Bids]</i>
ITB 1.1	The Purchaser is: <i>[insert name of Purchaser]</i>
ITB 1.1	The name, identification and number of the lot(s) (contract(s)) comprising this ICB is: <i>[insert name, identification and number of lot(s) (contract(s))]</i>
ITB 2.1	The Borrower is: <i>[insert name of Borrower]</i>
ITB 2.1	The number of the Loan Agreement is: <i>[insert Loan Agreement number]</i> The amount of a Japanese ODA Loan is: <i>[insert amount in Japanese Yen]</i> The signed date of the Loan Agreement is: <i>[insert signed date of Loan Agreement]</i>
ITB 2.1	The name of the Project is: <i>[insert name of Project]</i>
ITB 2.2	The applicable Guidelines for Procurement under Japanese ODA Loans are those published in: <i>[insert one of the following: April 2012, March 2009, or October 1999]</i>
ITB 3.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
B. Contents of Bidding Documents	
ITB 7.1	For <u>clarification purposes</u> only, the Purchaser's address is: <i>[insert the corresponding information as required below. This address may be the same as or different from that specified under ITB 24.1 for Bid submission.]</i> Attention: <i>[insert full name of person, if applicable]</i> Street Address: <i>[insert street address and number]</i> Floor/Room number: <i>[insert floor and room number, if applicable]</i> City: <i>[insert name of city or town]</i> ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i> Country: <i>[insert name of country]</i>

	<p>Telephone: <i>[insert telephone number including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert email address, if applicable]</i></p>
ITB 7.1	<p>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.</p> <p>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 delete.]</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 (k)	The Bidder shall submit with its Bid the following additional documents: <i>[List any additional documents not already listed in ITB 11.1 that must be submitted with the Bid. If no additional documents are to be submitted, insert “None.”]</i>
ITB 13.1	<p><i>[If alternative Bids are invited, insert the following provisions; otherwise, delete this BDS 13.1]</i></p> <p>A Bidder may submit an alternative Bid only with a Bid for the base case. The Purchaser shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the lowest-evaluated Bid.</p>
ITB 14.5	<p><i>[If the prices quoted by the Bidder shall be adjustable, insert the following provisions; otherwise, delete this BDS 14.5]</i></p> <p>The prices quoted by the Bidder shall be adjustable during the performance of the Contract.</p>
ITB 14.8 (a)(iii) and (b)(ii)	“Final destination (Project Site)”: <i>[insert name of location where the Goods are to be actually used]</i>
ITB 14.8 (b)(i)	Place of destination: <i>[insert named place of destination as per Incoterm used]</i>

ITB 15.1	<p>The currency(ies) of the Bid shall be as follows:</p> <p>(a) Goods supplied from outside the Purchaser’s Country shall be quoted entirely in: [<i>insert Japanese Yen and/or other international trading currency or currencies</i>].</p> <p>(b) Goods supplied from within the Purchaser’s Country shall be quoted in the currency of the Purchaser’s Country: [<i>insert currency of Purchaser’s Country</i>].</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 18.3	<p>Period of time the Goods are expected to be functioning (for the purpose of spare parts): [<i>insert duration</i>]</p>
ITB 19.1 (a)	<p>Manufacturer’s Authorization is: [<i>insert “required” or “not required”</i>]</p>
ITB 19.1 (b)	<p>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.</p>
ITB 20.1	<p>The Bid validity period shall be [<i>insert number</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 20.3(a)	<p>The Bid Price shall be adjusted by the following factor: [<i>insert factor for adjustment</i>]</p> <p>[<i>The local currency portion of the Contract Price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract Price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.</i>]</p> <p><i>Note: If adjustable price is applied in accordance with BDS 14.5; Not Applicable.</i></p>
ITB 20.3(b)	<p>The fixed portion of the Bid Price shall be adjusted by the following factor: [<i>insert factor for adjustment</i>]</p> <p>[<i>The local currency portion of the fixed portion of the Contract Price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the fixed portion of the</i></p>

	<p><i>Contract Price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p> <p><i>Note: If there is no fixed portion of the Bid Price, or the entire price is fixed; Not Applicable.</i></p>
ITB 21.1	The amount of the Bid Security shall be: <i>[insert amount and currency of the Bid Security. The amount should be approximately 2% of the estimated cost of the Contract.]</i>
ITB 21.2(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 21.2 (a) through (c) are acceptable.]</i>
ITB 22.1	In addition to the original of the Bid, the number of copies is: <i>[insert number of copies]</i>
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid]</i>
D. Submission and Opening of Bids	
ITB 24.1	<p>For <u>Bid submission purposes</u> only, the Purchaser's address is: <i>[This address may be the same as or different from that specified under provision ITB 7.1 for clarifications.]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>The deadline for Bid submission is:</p> <p>Date: <i>[insert day, month, and year, e.g. 15 June, 2013]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i></p> <p><i>[The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to ITB 24.2.]</i></p>
ITB 27.1	<p>The Bid opening shall take place at:</p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p>

	<p>City: <i>[insert name of city or town]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Date: <i>[insert day, month, and year, e.g. 15 June, 2013]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.]</i></p> <p><i>[The date and time should be the same as those given for the deadline for submission of Bids (ITB 24.1).]</i></p>
E. Evaluation and Comparison of Bids	
ITB 36.1	<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 the name of the source of exchange rates (e.g., the Central Bank in the Purchaser's Country).]</i></p> <p>The date for the exchange rate shall be <i>[insert a date (day, month and year, e.g., 15 June, 2013), not earlier than thirty (30) days prior to, nor later than, the date for Bid opening, specified in ITB 27.1]</i></p>
F. Award of Contract	
ITB 41.1	<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 on Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders. In accordance with ITB 32 and ITB 37, 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 “Notes for the Bidder” in this Section shall be included in the actual Bidding Documents, prepared by the Purchaser.

Evaluation and Qualification Criteria

1. Evaluation Criteria

1.1 Other Factors (ITB 37.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 37.2(f), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in ITB 14.7)

The Goods specified in the List of Goods 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 later than the "Earliest Delivery Date" 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 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) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 18.3, is in the List of Goods. 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 18.3. 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 equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, if quoted separately, shall be made to the Bid Price, for evaluation purposes only as follows: *[insert the methodology and criteria]*

- (e) Projected operating and maintenance costs.
Operating and maintenance costs. An adjustment to take into account the operating 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]*
-

- (f) Performance and productivity of the equipment. *[insert one of the following]*
- (i) *Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the Bid Price, for evaluation purposes. 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]
-

1.2. Multiple Contracts (ITB 37.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of Bids (one contract per Bid) and meets the qualification criteria (this Section III, Sub-Section ITB 32 Qualification).

The Purchaser shall take into account:

- (i) the lowest-evaluated bid for each lot.
- (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.

2. Qualification (ITB 32)

(i) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires a Bidder to state a monetary amount, Bidders 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 year.
- (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 36.1** 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.

(ii) Qualification Criteria for Multiple Contracts

[Insert the following text in case of multiple Contracts. Otherwise delete this Clause EQC 2 (ii).

“Criteria for qualification are the aggregate minimum requirements, or any other reasonable requirements set forth by the Purchaser, for the respective lots as specified under Financial Situation and Experience, Sub-Factors 2.3.2, 2.3.3 (i), 2.3.3 (ii), 2.4.2 and 2.4.3 below.”]

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.1. Eligibility							
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, with attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB 4.2	Must meet requirement	N/A	Must meet requirement	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	N/A	Letter of Bid Form ACK

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2. Historical Contract Non-Performance							
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 [insert year]. ¹	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
2.2.2	Pending Litigation	All pending litigation shall in total not represent more than [insert percentage figure] ² % of the Bidder's net worth and shall be treated as 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/arbitral award decisions ³ against the Bidder ⁽ⁱⁱⁱ⁾ since 1 st January [insert year]. ⁴	Must meet requirement ⁽ⁱⁱ⁾	N/A	Must meet requirement ⁽ⁱⁱ⁾	N/A	Form CON
<p><u>Notes for the Bidder</u></p> <p>(i) Non-performance, as decided by the Purchaser, shall include all contracts</p> <p>(a) where non-performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and</p> <p>(b) that were so challenged but fully settled against the supplier.</p> <p>Non-performance shall not include contracts where Purchaser's decision was overruled by the dispute resolution mechanism. 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 been exhausted.</p> <p>(ii) This requirement also applies to contracts executed by the Bidder as a JV member.</p> <p>(iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.</p>							

Notes for the Purchaser

1. Year should usually be one (1) or two (2) years prior to the Bid submission deadline.
2. The percentage should be normally within the range of 50% to 100% of a Bidder's net worth.
3. The criterion for rejection should be that of numerous arbitral awards or court decisions against the Bidder, taking the number and amount of contracts executed. As an indicative example, the occurrence of one (1) or two (2) adverse cases over five (5) years for a supplier handling, on average, ten (10) supply jobs simultaneously, should not be a cause for rejection. If dispute resolution is found relatively frequently in the business of the Bidder, it may indicate an attitude of the management of the firm that could be dangerous for the Purchaser if the Bidder were awarded the contract, and further investigation with previous Purchasers may be warranted.
4. Year should usually be five (5) years prior to the Bid submission deadline.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3. Financial Situation							
2.3.1	Financial Performance	The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Purchaser, for the last <i>[insert number of years]</i> years ¹ shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. ²	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 1 with attachments
2.3.2	Average Annual Turnover	Minimum average annual turnover of USD <i>[insert amount in USD]</i> ³ , calculated as total certified payments received for contracts in progress and/ or completed, within the last <i>[insert number]</i> years, ⁴ divided by <i>[insert number]</i> years. ⁵ <i>[insert requirements for multiple contracts, if necessary.]</i>	Must meet requirement	Must meet requirement	Must meet <i>[insert number]</i> % ⁶ of the requirement	Must meet <i>[insert number]</i> % ⁷ of the requirement	Form FIN – 2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.3.3	Financial Resources	(i) The Bidder shall demonstrate that 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> ⁸ for the subject contract(s) net of the Bidders other commitments. <i>[insert requirements for multiple contracts, if necessary]</i>	Must meet requirement	Must meet requirement	Must meet <i>[insert number]</i> ⁹ % of the requirement	Must meet <i>[insert number]</i> ¹⁰ % of the requirement	Form FIR – 1
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Purchaser, that it has adequate sources of finance to meet the cash flow requirements on contract currently in execution and for future contract commitments. <i>[insert requirements for multiple contracts, if necessary]</i>	Must meet requirement	Must meet requirement	N/A	N/A	Form FIR – 1 and FIR – 2

Notes for the Purchaser

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. Firms owned by individuals and partnerships may not be required to maintain audited balance sheets by the laws of their countries of origin; in such cases, the Purchaser may relax the audit requirement, but should request other acceptable financial statements.*
2. *The financial information provided by a Bidder should be reviewed in its entirety to allow a truly informed judgment and the pass-fail decision on the financial position of the Bidder should be given on this basis. Any abnormal features which may lead to financial problems should alert the Purchaser to seek expert professional advice for further review and interpretation.*
3. *The amount stated should normally not be less than twice the estimated annual turnover in the proposed supply contract (based on a straight-line projection of the Purchaser's estimated cost, including contingencies, over the contract duration). The multiplier of 2 may be reduced for very large contracts but should not be less than 1.5.*
4. *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.*
5. *Same number of years as in 4. above.*
6. *Usually not less than 25% of the requirement for each member of a JV.*
7. *Usually not less than 40% of the requirement for one member of a JV.*
8. *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.*
9. *Usually not less than 25% of the requirement for each member of a JV.*
10. *Usually not less than 40% of the requirement for one member of a JV.*

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Factor/ Sub-Factor	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4. Experience							
2.4.1	General Experience	Experience under supply contracts in the role of prime supplier (single entity or JV member) or subcontractor for at least the last <i>[insert number]</i> years ¹ , starting 1 st January <i>[insert year]</i> .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 1
2.4.2	Specific Experience	For supply contracts completed as a prime supplier (single entity or JV member) ⁽ⁱ⁾ between 1 st January <i>[insert year]</i> ² and the Bid submission deadline, a minimum supply and/or production capacity of <i>[insert required capacity]</i> ³ <i>[insert requirements for multiple contracts, if necessary]</i>	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 2
2.4.3	Production and Sales of Goods offered	Goods offered have been in production for at least <i>[insert number]</i> years ⁴ and a minimum of <i>[insert number]</i> ⁵ units of similar capacity ⁽ⁱⁱ⁾ have been sold, between 1 st January <i>[insert year]</i> ⁶ and the Bid submission deadline. <i>[insert requirements for multiple contracts, if necessary]</i>	Must meet requirement (can be a subcontractor) ⁽ⁱⁱⁱ⁾	Must meet requirement (can be a subcontractor) ⁽ⁱⁱⁱ⁾	N/A	N/A	Form EXP – 3

Notes for the Bidder

- (i) 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.
- (ii) The similar capacity shall be based on the characteristics described in Section VI, Schedule of Requirement.
- (iii) Such a subcontractor shall be named in the Contract.

Notes for the Purchaser

1. *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.*
2. *The time range is normally five (5) years, and may be extended up to a period of ten (10) years for large-scale projects.*
3. *Indicate the minimum supply and/or production capacity required to assure that the Bidder is capable of supplying the type, size, and quantity of the Goods required.*
4. *Indicate the minimum time period required to assure that the Bidder is capable of supplying the Goods required.*
5. *Indicate the minimum number of units required to assure that the Bidder is capable of supplying the Goods required.*
6. *Same number of years as in 2. above.*

Section IV. Bidding Forms

Notes on Bidding Forms

The Purchaser shall include in the Bidding Documents all Bidding 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.

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Letter of Bid

Date: *[insert date of Bid Submission]*
Loan Agreement No.: *[insert number]*
IFB No.: *[insert number]*
Alternative No.: *[insert identification No. if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No. in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*;
- (b) We, including any subcontractors/suppliers for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including any subcontractors/suppliers for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to supply in conformity with the Bidding Documents 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 Bid Price in words and figures, indicating the various amounts and the respective currencies];

[In case of multiple lots, insert the total price of each lot]

[In case of multiple lots, insert the total price of all lots (sum of all lots)];

- (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 Documents, 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 Documents;
- (i) We are not participating, as a Bidder or as a subcontractor/supplier, in more than one Bid in this bidding process in accordance with ITB 4.2(c), other than alternative Bids submitted in accordance with ITB 13;
- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, 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 and corruption.

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

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

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

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

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

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

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

Price Schedule Forms

Notes on Price Schedule Forms

The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. 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.

Price Schedule: Goods Supplied from outside the Purchaser's Country

Currencies in accordance with ITB 15.1								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 date as defined by Incoterms	Quantity and physical unit	Unit price CIP [<i>insert place of destination</i>] in accordance with ITB 14.8(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 date]</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*]

Price Schedule: 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	9
Line Item No	Description of Goods	Delivery date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert description of Goods]	[insert quoted delivery date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
Total Price								

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

Price and Delivery Schedule - Related Services

Currencies in accordance with ITB 15.1							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	Delivery date at place of final destination	Quantity and physical unit	Unit price		Total Price per Service (Col. 5x6 or estimate)	
					Foreign currency	Local currency	Foreign currency	Local currency
[insert number of the Service]	[insert description of Services]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert unit price per item]	[insert total price per item]	[insert total price per item]
Total Price								

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

Form MAN Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in BDS 19.1(a).]

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 Clause 26, Warranty, of the General Conditions of 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 Manufacture]*

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

Form ELI - 1: Bidder Information

[The Bidder shall provide the following information.]

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

IFB No.: *[insert number]*

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

1. Bidder's legal name: <i>[insert full name]</i>
2. In case of 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>
3. Bidder's actual or intended country of registration: <i>[insert country of registration]</i>
4. Bidder's actual or intended year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/number/town or city/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> Email Address: <i>[insert email address]</i>
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI - 2: Bidder's Party Information

Date: *[insert day, month and 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 the Bidder is a JV) as well as any subcontractors/suppliers proposed to be used by the Bidder for any part of the Contract resulting from this process.]

1. Bidder's legal name: <i>[insert full name]</i>
2. Bidder's Party legal name: <i>[insert full name of Bidder's Party]</i>
3. Bidder's Party country of registration: <i>[insert country of registration]</i>
4. Bidder's Party year of incorporation: <i>[insert year of incorporation]</i>
5. Bidder's Party legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6. Bidder's Party authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/number/town or city/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> Email Address: <i>[insert email address]</i>
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB 4.3.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON: Historical Contract Non-Performance

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

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party 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			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January [insert year], in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January [insert year], in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1 is(are) indicated below:			
Year	Non-performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount and percentage]	<ul style="list-style-type: none"> • Contract Identification: [indicate complete contract name, number, and any other identification] • Name of Purchaser: [insert full name] • Address of Purchaser: [insert street/city/country] • Reason(s) for non-performance: [indicate main reason(s)] 	[insert amount]

2. Pending Litigation

Pending Litigation				
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2.				
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2 is indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<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 street/ city/ country]</i> • Matter in dispute: <i>[indicate main issues in dispute]</i> • Status of dispute: <i>[indicate if it is being treated under Arbitration or being dealt with by the Judiciary]</i> 	<i>[insert amount]</i>

3. Litigation History

Litigation History		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January [<i>insert year</i>], in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3.		
<input type="checkbox"/> Court/arbitral award decisions against the Bidder since 1 st January [<i>insert year</i>], in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3 are indicated below:		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[<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 street/city/country</i>] • Matter in dispute: [<i>indicate main issues in dispute</i>] • Party who initiated the dispute: [<i>indicate "Purchaser" or "Supplier"</i>] • Status of dispute: [<i>indicate if it is being treated by under Arbitration or being dealt with by the Judiciary</i>] 	[<i>insert amount</i>]

Form FIN - 1: Financial Situation

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

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

1. Financial data

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

2. Financial documents

The Bidder and its Parties shall provide copies of the financial statements for [*number of years*] years pursuant to Section III, Evaluation and Qualification Criteria, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, of each member, and not an affiliated entity (such as parent company or group member).
 - (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 are copies of financial statements¹ for the [*number of years*] years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than twelve (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 member of a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party 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 *			

* 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 FIR - 1: Financial Resources

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

Date: *[insert day, month, year]*
 Bidder's Legal Name: *[insert full name]*
 Joint Venture Party 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 indicated in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3.]

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

Form FIR - 2: Current Contract Commitments

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

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

[Bidders and each member of a JV 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 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 Contact Address, Tel, Fax	Value of Outstanding Work [Current USD Equivalent]	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 member of a JV.]

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

[Identify contracts that demonstrate continuous supply over the past [number] years pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1. List contracts chronologically, according to their commencement (starting) dates.]

General Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
<i>[indicate year]</i>	<i>[indicate year]</i>	<ul style="list-style-type: none"> • Contract name: <i>[insert full name]</i> • Brief description of the supply performed by the Bidder: <i>[describe supply performed briefly]</i> • Amount of contract: <i>[insert amount, currency, exchange rate and USD equivalent]</i> • Name of Purchaser: <i>[indicate full name]</i> • Address: <i>[indicate street/number/town or city/country]</i> 	<i>[insert "Prime Supplier" (Single entity or JV member) or "Subcontractor"]</i>

Form EXP - 2: Specific Experience

[The following table shall be filled in for contracts performed by the Bidder and by each member of a JV.]

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

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

Contract of Similar Capacity			
Item	Information		
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>	
Supply and/or Production Capacity performed under the contract per year or part of the year <i>[insert extent of participation indicating actual capacity performed]</i>	Total capacity in the contract (i)	Percentage participation (ii)	Actual capacity performed (i)x(ii)
Purchaser's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert E-mail address, if available]</i>		

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 subcontractor.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

Joint Venture Party 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

[Specify years of production of Goods offered and the number of units of similar capacity that have been sold, between 1st January [insert year] and the Bid submission deadline, 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 the Guidelines for Procurement under Japanese ODA Loans

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 Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for *[insert Loan No and name of the Project]* is true, correct and accurate to the best of the Bidder's and my knowledge and belief. I further certify, on behalf of the Bidder, that:

- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the "Guidelines"); and
- (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<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.¹

<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.

¹ The starting date should be revised to "request for price quotation," if the Borrower is selected through the International Shopping"; to "appointment", if a contractor is selected through the Direct Contracting; or "Commencement of actual selection/bidding process", if the Borrower wishes to adopt procurement procedures other than ICB, Limited International Shopping, International Shopping, or Direct Contracting.

- D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the Contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.
- E) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a process of public procurement, 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://www2.jica.go.jp/en/odainfo/index.php>

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) 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 Employer 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:

Form of Bid Security (Bank Guarantee)

[*Guarantor letterhead or SWIFT identifier code*]

Beneficiary: [*Purchaser to insert its name and address*]

IFB No.: [*Purchaser to 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 [*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*] under Loan Agreement No. [*insert Loan Agreement Number*].

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 (hereinafter called “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) fails to execute the Contract Agreement; or (ii) fails to furnish the Performance Security in accordance with the Instructions to Bidders of the Beneficiary’s Bidding Documents.

This guarantee will expire and shall be returned to the Applicant: (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 (28) 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 on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458¹.

[signature(s)]

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

¹ As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

Form of Bid Security (Bid Bond)

BOND NO. *[insert Bond No.]*

BY THIS BOND *[insert name of Bidder]* as Principal (hereinafter called “the Principal”), and *[insert name, legal title, and address of surety]*, authorized to transact business in *[insert name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[insert amount of Bond in words and figures]*¹, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the *[insert day]* day of *[insert month]*, 20 *[insert year]*, for the execution of *[insert name of Contract]* (hereinafter called the “Bid”).

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

- (a) withdraws its Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date twenty-eight (28) days after the date of expiration of the Bid validity as stated in the Invitation for Bids or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert day]* day of *[insert month]* 20 *[insert year]*.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency.

Section V. Eligible Source Countries of Japanese ODA Loans

[Specify the Eligible Source Countries.]

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Bidding Documents 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 41.

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 delivery 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 Delivery Schedule

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

Item No	Description of Service	Quantity ¹	Physical unit	Place where Services shall be delivered	Final delivery date(s) of Services
<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 required final delivery date(s)]</i>

¹: If applicable

3. Technical Specifications

Notes on Technical Specifications

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:

- The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.
- The TS shall require that all Goods and materials to be incorporated in the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
- The use of metric units is encouraged.
- 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.
- Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Borrower’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.
- The TS shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - (a) Standards of materials and workmanship required for the production and manufacturing of the Goods.

- (b) Detailed tests required (type and number).
 - (c) Other additional work and/or Related Services required to achieve full delivery.
 - (d) Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.
 - (e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc Bidding Form (to be an Attachment to the 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. The Bidder shall 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:

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

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

”]

4. Drawings

[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 Documents.]

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

These Bidding Documents includes *[insert “the following” or “no”]* drawings.

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

List of Drawings		
Drawing No.	Drawing Name	Purpose

5. Inspections and Tests

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

**PART 3 – Conditions of Contract and Contract
Forms**

Section VII. General Conditions (GC)

Notes on General Conditions

The Conditions of Contract comprise two parts:

- (a) **Standard General Conditions** – GC (Section VII of the Bidding Documents); and
- (b) **Particular Conditions** – PC (Section VIII of the Bidding Documents).

The General Conditions set forth in Part 3, Section VII of these Standard Bidding Documents for Procurement of Goods (version 1.1) published by JICA in May, 2013 (hereinafter referred to as “Standard GC”) contain general clauses to be applied to all Contracts.

The use of these Standard GC, in all Bidding Documents/Contracts for procurement of Goods financed by Japanese ODA Loans is **required**, and they shall be used without any modification. If the General Conditions in the Bidding Documents/Contracts prepared by the Purchaser contain modifications from the Standard GC, JICA will not consider them valid and the Standard GC, as defined above, shall apply.

The GC in this Section, read in conjunction with the Particular Conditions in Section VIII and other documents listed therein, should be a complete document expressing all the rights and obligations of the contracting parties.

Any amendments and additions to the General Conditions, specific to the Contract in hand, should be introduced in the Particular Conditions. A number of such Particular Conditions, applicable to the above Conditions of Contract, are included in Section VIII.

The Particular Conditions (PC) take precedence over the General Conditions—see Article 3 of the Contract Agreement.

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.

Clause numbers in the PC correspond to those in the GC.

Section VII. General Conditions (GC)

[Note to the Purchaser: The General Conditions governing Contracts financed by Japanese ODA Loans are the Standard General Conditions of Contract (hereinafter referred to as “Standard GC”) set forth in Part 3, Section VII of these Standard Bidding Documents for Procurement of Goods (version 1.1) (SBD (Goods)) published by JICA in May, 2013.

A copy of the Standard GC may be attached to Bidding Documents/Contracts prepared by the Purchaser for reference purposes only. If the General Conditions in the Bidding Documents/Contracts prepared by the Purchaser contain modifications from the Standard GC, JICA will not consider these General Conditions valid and the Standard GC, as defined above, shall apply.

Instead of attaching a copy of the Standard GC, the Purchaser may use the following introductory text.]

The General Conditions governing this Contract are the Standard General Conditions of Contract set forth in Part 3, Section VII of the Standard Bidding Documents for Procurement of Goods (version 1.1) published by JICA in May, 2013. Those General Conditions of Contract are available on the JICA’s web site shown below:

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

A copy of these General Conditions is not attached to these Bidding Documents/this Contract.

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1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Base Date” means the date 28 days prior to the latest date for submission of the Bids.
 - (b) “Completion” means the Goods or any portion thereof, including the Related Services, if applicable, have been delivered by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (c) “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.
 - (d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (e) “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.
 - (f) “day” means calendar day.
 - (g) “GC” means the General Conditions.
 - (h) “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.
 - (i) “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.
 - (j) “JICA” means Japan International Cooperation Agency.
 - (k) “PC” means the Particular Conditions.
 - (l) “Project Site” means the place of the final destination as **named in the PC**.
 - (m) “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the PC**.

- (n) “Purchaser’s Country” is the country **specified in the PC**.
- (o) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, excluding inland transportation and other services required to convey the Goods to their final destination.
- (p) “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.
- (q) “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 corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving fourteen (14) days notice to the Supplier, terminate the Supplier’s employment under the Contract and cancel the Contract, and the provisions of GC Clause 33 shall apply as if such expulsion had been made under GC Sub-Clause 33.1.
- 3.2 Should any employee of the Supplier be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that employee shall be removed.

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 Documents” with “Bidding Documents;” 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.

4.7 Country of Origin

“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.

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 governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

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

7. Notices

7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing and delivered against receipt.

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

8. Governing Law

8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, **unless**

otherwise specified in the PC.**9. Settlement of Disputes**

9.1 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.

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

(a) if the Contract is with foreign Suppliers (or if the lead partner is a foreign Supplier, in case of a JV), international arbitration 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 domestic Suppliers, 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.

9.3 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.

10. Scope of Supply

10.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

- 11. Delivery and Documents** 11.1 Subject to GC Sub-Clause 31.1, the delivery of the Goods and Related Services shall be in accordance with the Delivery Schedules specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the PC**.
- 12. Supplier's Responsibilities** 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC Clause 10, and the Delivery Schedules, as per GC Clause 11.
- 13. Contract Price** 13.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in the PC**.
- 14. Terms of Payment** 14.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as **specified in the PC**.
- 14.2 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 11 and upon fulfillment of all other obligations stipulated in the Contract.
- 14.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 14.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.
- 14.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment for the period of delay until payment has been made in full, whether before or after judgment or arbitration award. **Unless otherwise stated in the PC**, the applicable interest rate shall be at the annual rate of three (3) percentage points above the discount rate of the central bank in the country of the currency(ies) of payment, or if not available, the interbank offered rate, and shall be paid in such currency.
- 15. Taxes and Duties** 15.1 For Goods supplied from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

15.2 For Goods supplied from within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

15.3 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.

16. Performance Security

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

16.2 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.

16.3 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 Section IX, Contract Forms, or in another format acceptable to the Purchaser.

16.4 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.

17. Copyright

17.1 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.

18. Confidential Information

18.1 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 GC Clause 18.

18.2 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.

18.3 The obligation of a party under GC Sub-Clauses 18.1 and 18.2 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.

18.4 The above provisions of GC Clause 18 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.

18.5 The provisions of GC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.

19. Subcontracting

19.1 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.

19.2 Subcontracts shall comply with the provisions of GC Clause 3.

19.3 If the Supplier uses a subcontractor for production and sales of

Goods offered, such a subcontractor shall be named in the Contract. The Supplier shall be required to obtain the prior consent of the Purchaser in case the Supplier intends to replace any subcontractor named in the Contract with another subcontractor.

20. Specifications and Standards

20.1 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 31.

21. Packing and Documents

21.1 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.

21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the PC**, and in any other instructions ordered by the Purchaser.

- 22. Insurance** 22.1 **Unless otherwise specified in the PC**, the Goods supplied under the Contract shall be fully insured 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**.
- 23. Transportation** 23.1 **Unless otherwise specified in the PC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 24. Inspections and Tests** 24.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the PC**.
- 24.2 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 24.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 24.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GC Sub-Clause 24.2, 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.
- 24.4 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.
- 24.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the delivery dates and completion dates and the

other obligations so affected.

- 24.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 24.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GC Sub-Clause 24.4.
- 24.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GC Sub-Clause 24.6, shall release the Supplier from any warranties or other obligations under the Contract.

25. Liquidated Damages

- 25.1 Except as provided under GC Clause 30, if the Supplier fails to deliver any or all of the Goods or Related Services by the Completion date 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 33.

26. Warranty

- 26.1 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.
- 26.2 Subject to GC Sub-Clause 20.1(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 Purchaser's Country where the Project Site is located.
- 26.3 **Unless otherwise specified in the PC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination defined as the Project Site, 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.

26.4 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.

26.5 Upon receipt of such notice, the Supplier shall, within a reasonable period, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

26.6 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.

27. Patent Indemnity

27.1 The Supplier shall, subject to the Purchaser's compliance with GC Sub-Clause 27.2, 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 other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

27.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GC Sub-

Clause 27.1, 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.

27.3 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.

27.4 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.

27.5 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.

28. Limitation of Liability

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

29. Change in Laws and Regulations

- 29.1 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 date and/or the Contract Price, then such delivery date 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 13.

30. Force Majeure

- 30.1 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.
- 30.2 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.
- 30.3 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.

31. Change Orders and Contract Amendments

- 31.1 The Purchaser may at any time order the Supplier through notice in accordance GC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery Schedules, 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.

31.3 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.

31.4 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.

32. Extensions of Time

32.1 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 11, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

32.2 Except in case of Force Majeure, as provided under GC Clause 30, 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 25, unless an extension of time is agreed upon, pursuant to GC Sub-Clause 32.1.

33. Termination

33.1 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 within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GC Clause 32; 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 33.1.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GC Clause 33.1, 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.

33.2 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

33.3 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.

34. Assignment

- 34.1 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.

**35. Export
Restriction**

- 35.1 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 33.3.

Section VIII. Particular Conditions (PC)

Notes on Particular Conditions

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, or the overall project. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Clause numbers in the PC correspond to those in the GC.

Particular Conditions (PC)

GC 1.1(l)	The Project Site(s)/final destination(s) is/are: <i>[insert name(s) and detailed information on the location(s) of the site(s)]</i>
GC 1.1(m)	The Purchaser is: <i>[insert complete legal name of the Purchaser]</i>
GC 1.1(n)	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	<i>[The following provision should be included, if the governing law is not the laws of the Purchaser's Country. Otherwise delete this PC Clause.]</i> The governing law shall be the laws of: <i>[insert name of country or state]</i>
GC 11.1	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 of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GC 13.1	The prices charged for the Goods supplied and the Related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these PC for a sample Price Adjustment Formula]</i>
GC 14.1	<i>[The following Terms of Payment are given as a guideline suitable for Supply Contracts.]</i> The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for the Goods and Related Services supplied from outside Purchaser's Country: Payment of foreign currency portion shall be made in <i>[insert foreign currency of the Contract Price]</i> in the following manner: (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid, upon signing of the Contract, within forty-five

	<p>(45) 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 Documents or another form acceptable to the Purchaser.</p> <p>(ii) 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>(iii) On Acceptance: Ten (10) percent of the Contract Price shall be paid within forty-five (45) 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>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within, upon signing of the Contract, within forty-five (45) 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 Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid within forty-five (45) days after receipt of invoice and the documents specified in GC Clause 11.</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price shall be paid within forty-five (45) days after receipt of invoice and a certificate from the Purchaser declaring that the Goods and Related Services have been delivered and accepted.</p>
GC 14.5	<p>[<i>The following provision should be included only if the interest rate is different from 3 percentage points above the discount rate of the central bank in the country of the currency(ies) of payment. Otherwise, delete this PC 14.5.</i>]</p> <p>The interest rate is: [<i>insert rate</i>]</p>
GC 16.1	<p>A Performance Security [<i>insert "shall" or "shall not" be required</i>]</p> <p>If a Performance Security is required, the amount of the Performance</p>

	<p>Security shall be: <i>[insert amount in figures and words]</i></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 16.3	<p>If required, the Performance Security shall be in the form of: <i>[insert either "a Bank Guarantee" or "a Performance Bond"]</i></p> <p>If required, the Performance Security shall be denominated in <i>[insert "a freely convertible currency acceptable to the Purchaser" or "the currencies of payment of the Contract, in accordance with their portions of the Contract Price"]</i></p>
GC 21.2	<p>The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i></p>
GC 22.1	<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 23.1	<p><i>[The following provision should be included, if the responsibility for transportation is not in accordance with Incoterms. Otherwise delete this PC Clause.]</i></p> <p>Responsibility for transportation shall be as follows: <i>[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site, transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)]</i></p>
GC 24.1	<p>The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i></p>
GC 24.2	<p>The inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i></p>
GC 25.1	<p>The liquidated damage shall be: <i>[insert number] % per week</i></p> <p><i>[The applicable percentage should be 0.5% per 1-week delay.]</i></p>

GC 25.1	The maximum amount of liquidated damages shall be: <i>[insert number]</i> % of the Contract Price <i>[The maximum shall not exceed ten (10) percentage of the Contract Price.]</i>
GC 26.3	<i>[The following provision should be included, if the period of validity of the warranty is different from the one indicated in GC Sub-Clause 26.3. Otherwise delete this PC Clause.]</i> The period of validity of the warranty shall be: <i>[insert number]</i> days
GC 26.3	For purposes of the warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i>

Attachment: Price Adjustment Formula

If in accordance with GC Sub-Clause 13.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components. The adjustment shall be determined from the formulae for each of the foreign currency(ies) and local currency in which the Contract Price is payable. The formulae shall be of the following general type:

$$P_1 = P_0 \left[a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right] - P_0$$

in which:

- P_1 = adjustment amount payable to the Supplier
- P_0 = Contract Price (base price).
- a = percentage of fixed element representing profits and overheads included in the Contract Price
- b = estimated percentage of labor component in the Contract Price
- c = estimated percentage of material component in the Contract Price
- L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin of the Goods on the Base Date and date for adjustment, respectively
- M_0, M_1 = material indices for the major raw material on the Base Date and date for adjustment, respectively, in the country of origin of the Goods

The Bidder shall propose the coefficients b and c in its Bid. The formula, including all coefficients, shall be determined and finalized at Contract negotiations. The sum of the three (3) coefficients should be one (1) in every application of the formula.

The Bidder shall indicate the source of the indices and the Base Date indices in its Bid.

Item	Source of Indices Used	Base Date Indices

Base Date = twenty-eight (28) days prior to the latest date for submission of the Bids.

Date of adjustment = [*insert number of weeks*] weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The following conditions shall apply:

- (a) No price adjustment will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Purchaser under the terms of the Contract. No price increase will 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;
- (b) If the currency in which the Contract Price, P_0 , is expressed is different from the currency of origin of the labor and/or material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above; and
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section IX. Contract Forms

Notes on Contract Forms

This Section contains the Contract Agreement, the Performance Security, and the Advance Payment.

Bidders shall not submit these forms with their bids. After notification of award, the Purchaser shall prepare the Agreement using the Agreement Form and send it to the successful Bidder.

The successful Bidder shall sign the Agreement and return it to the Purchaser together with the Performance Security and, if applicable, the Advance Payment Security, using the respective forms provided in Section IX. Bidders shall note that the Advance Payment Security is submitted only when the Contract specifies that there will be an advance payment.

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1. 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 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 Contract Price").

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) Purchaser's notification of award
 - (c) Letter of Bid
 - (d) Particular Conditions
 - (e) General Conditions
 - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (g) Other completed Bidding Forms submitted with the Bid

- (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 in accordance with the laws of *[insert name of country]* on the day, month and year indicated above.

Singed by, for and on behalf of the Purchaser

[Signature]

[Title]

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

Signed by, for and on behalf of the Supplier

[Signature]

[Title]

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

2. Performance Security

Option 1: (Bank Guarantee)

[*Guarantor letterhead or SWIFT identifier code*]

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

Date: [*insert date of issue*]

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

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

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

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

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [*insert amount in figures*] ([*insert amount in words*])¹, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in default 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 no later than the [*insert number*] day of [*insert month*] [*insert year*]², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458³, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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.

² Insert the dates established in accordance with Sub-Clause 16.4 of the General Conditions of Contract (“GC”), taking into account any warranty obligations of the Applicant under Clause 26 of the GC intended to be secured by a partial performance guarantee. The Beneficiary should note that in the event of an extension of the time to perform the Contract, the Beneficiary would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Beneficiary might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this guarantee for a period not to exceed [*six months*] [*one year*], in response to the Beneficiary’s written request for such extension, such request to be presented to us before the expiry of the guarantee.”

[signature(s)]

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

³ As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

Option 2: Performance Bond

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Supplier”) and [*insert name of surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of 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 certificate issued by the Purchaser.

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.]

3. Advance Payment Security Form

[*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 words*] ([*insert amount in figures*]) 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*])⁴ 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 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 until [*insert date*]⁵.

⁴ 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.

⁵ Insert the delivery date stipulated in the Contract Delivery Schedule. The Beneficiary should note that in the event of an extension of the time to perform the Contract, the Beneficiary would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Beneficiary might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this guarantee for a period not to exceed [*six months*][*one year*], in response to the Beneficiary’s written request for such extension, such request to be presented to us before the expiry of the guarantee.”

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458⁶.

[signature(s)]

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

⁶ As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number.

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