

**SAMPLE**

**BIDDING DOCUMENTS**  
**for**  
**Procurement of**  
*[insert identification of the Goods]*

---

---

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

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

**Country:** *[insert name of the country]*

**Issued on:** *[insert date]*

**Bid Reference No.:** *[insert number]*

# **Table of Contents**

**Section I. Instructions to Bidders**

**Section II. Qualification Criteria**

**Section III. Bidding Forms**

**Section IV. Contract Forms**

**Section V. Supply Requirements**

# Section I. Instructions to Bidders

## Table of Contents

A. General .....	ITB-3
1. Scope of Bid	
2. Source of Funds	
3. Corrupt and Fraudulent Practices	
4. Eligible Bidders	
5. Eligible Goods and Related Services	
B. Contents of Bidding Documents.....	ITB-5
6. Sections of Bidding Documents	
7. Clarification of Bidding Documents	
8. Amendment of Bidding Documents	
C. Preparation of Bids .....	ITB-7
9. Cost of Bidding	
10. Language of Bid	
11. Documents Comprising the Bid	
12. Letter of Bid and Price Schedules	
13. Alternative Bids	
14. Bid Prices	
15. Currencies of Bid	
16. Documents Establishing the Qualifications of the Bidder	
17. Documents Establishing the Conformity of the Goods and Related Services	
18. Period of Validity of Bids	
19. Bid Security	
20. Format and Signing of Bid	
D. Submission and Opening of Bids .....	ITB-10
21. Sealing and Marking of Bids	
22. Deadline for Submission of Bids	
23. Late Bids	
24. Withdrawal, Substitution, and Modification of Bids	
25. Bid Opening	
E. Evaluation of Bids .....	ITB-12
26. Confidentiality	
27. Clarification of Bids	
28. Deviations, Reservations, and Omissions	
29. Qualification of the Bidder	
30. Determination of Responsiveness	
31. Nonmaterial Nonconformities	

32. Correction of Arithmetical Errors

33. Buyer's Right to Accept Any Bid, and to Reject Any or All Bids

F. Award of Contract ..... ITB-15

34. Award Criteria

35. Notification of Award

36. Signing of Contract

37. Performance Security

## A. General

- 1. Scope of Bid**
- 1.1 *[insert name of the executing agency]*, *[insert formal name of the recipient country]* (hereinafter referred to as “the Buyer”) issues these documents (hereinafter referred to as “the Bidding Documents”) for the supply of Goods and Related Services incidental thereto as specified in Section V, Supply Requirements.
- 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 Government of *[insert name of the recipient country]* has received a Japanese ODA Grant (hereinafter referred to as “the Grant”) from the Japan International Cooperation Agency (hereafter referred to as “JICA”) on the basis of the Grant Agreement (hereinafter referred to as “G/A”) signed on the *[insert date]* day of *[insert month]*, *[insert year]*, between the Government of *[insert name of the recipient country]* and JICA concerning *[insert name of the project on the G/A]* (hereinafter referred to as “the Project”). It is intended that part of the proceeds of this Grant will be applied to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 2.2 Disbursement of the Grant by JICA will be subject, in all respects, to the terms and conditions of the G/A, including the disbursement procedures and the applicable Procurement Guidelines for the Japanese Grants. No party other than the Government of *[insert name of the recipient country]* shall derive any rights from the G/A or have any claim to the Grant proceeds.
- 2.3 The above G/A will cover only a part of the Project cost. As for the remaining portion, the Government of *[insert name of the recipient country]* will take appropriate measures for finance.
- 3. Corrupt and Fraudulent Practices**
- 3.1 It is JICA’s policy to require that Bidders and Contractors, as well as the Government of *[insert name of the recipient country]*, under contracts funded with the Grant 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 the proposal for award if JICA determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; and
- (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with the Grant, if at any time JICA 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 Grants or other Japanese ODA.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm of a single entity.
  - 4.2 A Bidder shall have registered itself as a company under the laws of *[insert name of the recipient country]*.
  - 4.3 A Bidder shall be a firm that has bought or obtained the Bidding Documents directly from the Buyer.
  - 4.4 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 that provides consulting services for the preparation or implementation of the Project shall be disqualified from providing products or non-consulting services resulting from or directly related to such consulting services. A firm who has any of the following capital, personal or contractual ties (including similar ones) with the above-mentioned firm shall also be disqualified.
      - (i) a parent company of a subsidiary
      - (ii) subsidiary companies of the same parent company
      - (iii) a firm whose director, officer or executive officer serves as a director, officer or executive officer in the above-mentioned firm
      - (iv) a firm whose director serves as a trustee
      - (v) a sub-consultant, directly employed by the above-mentioned firm, who plays a major role in preparation and implementation of the Project
    - (b) A firm that has a close business relationship with any official of the Government of *[insert name of the recipient country]* who is directly or indirectly involved in any part of: (i) the preparation of this Bidding Documents, (ii) the Bid evaluation, or (iii) the supervision of this Contract, shall be disqualified.
    - (c) Based on the “One Bid Per Bidder” principle, which is to ensure fair competition, a firm and a firm who has capital or

personal ties (including similar ones) set forth in (i) to (iv) of Paragraph (a) above with that firm (hereinafter referred to as “Related Firm”) shall not be allowed to submit more than one Bid. A firm (including the Related Firm) may participate in other Bids, but only in the capacity of a subcontractor.

- (d) A firm may not involve any individual (whether as an employee, contractor or otherwise) in the provision of products or non-consulting services for the Project, who is, has been or is intended to be assigned (whether by the consultant, a sub-consultant or any other party) to provide consulting services for the preparation or implementation of the Project.
- (e) A firm or an individual having any other form of conflict of interest other than (a) through (d) above shall be disqualified.
- 4.5 A Bidder shall be nationals from any of the eligible source countries as indicated in the G/A. The term “nationals” from eligible source countries in this ITB means the physical persons of said countries or juridical persons of said countries controlled by the physical persons of said countries.
- 4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Buyer, as the Buyer shall reasonably request.

### **5. Eligible Goods and Related Services**

- 5.1 All Goods and Related Services to be supplied under the Contract and funded with the Grant shall have their origin in *[insert name of the recipient country] [or “insert name of the third country” (JICA’s concurrence is necessary to add a country of origin other than the recipient country)]*. At the Buyer’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 five (5) Sections as indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- Section I. Instructions to Bidders (ITB)
  - Section II. Qualification Criteria
  - Section III. Bidding Forms

- Section IV. Contract Forms
- Section V. Supply Requirements

- 6.2 The Invitation for Bids issued by the Buyer is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Buyer, the Buyer 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.
- 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.
- 6.5 Photocopies of the Exchange of Notes and the Grant Agreement are attached to the Bidding Documents for reference only. Bidders shall hold them in strict confidence.

**7. Clarification of Bidding Documents**

- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Buyer in writing at the Buyer’s address specified hereunder. The Buyer 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 Buyer shall forward copies of the response to all Bidders who have acquired the Bidding Documents directly from the Buyer, including a description of the inquiry, but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Buyer shall amend the Bidding Documents following the procedure under ITB 8.

For clarification purposes only, the Buyer’s address is:

- Attention: *[insert name of Project Officer]*
- Address: *[insert address of Project Office]*
- Telephone: *[insert telephone number]*
- E-mail address: *[insert e-mail address]*

**8. Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of Bids, the Buyer 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 Bidders who have acquired the Bidding Documents directly from the Buyer.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Buyer may extend the deadline for the submission of Bids, pursuant to ITB 22.2.



## C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Buyer 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 Buyer, shall be written in the **[English]** language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the **[English]** language, 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 19;
  - (d) Acknowledgement of Compliance with Procurement Guidelines for Japanese Grants;
  - (e) written confirmation authorizing the signatory of the bid to commit the Bidder in accordance with ITB 20.2;
  - (f) documentary evidence in accordance with ITB 16 establishing the Bidder's qualifications to bid;
  - (g) documentary evidence in accordance with ITB 17 establishing that the Goods and Related Services conform to the Bidding Documents; and
  - (h) any other document required in the Instructions to Bidders.
- 12. Letter of Bid and Price Schedules** 12.1 The Letter of Bid and the Price Schedules shall be prepared using the relevant form furnished in Section III, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted, except as provided under ITB 20.2. All blank spaces of these forms shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 Alternative bids shall not be considered.
- 14. Bid Prices** 14.1 The prices 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 shall be the total price of the Bid.
- 14.4 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Buyer. This shall not in any way limit the Buyer's right to contract on any of the terms offered.
- 14.5 The *[insert the name of indirect tax, such as Value Added Tax (VAT)]* and customs duties on the Contract imposed in *[insert name of the recipient country]* shall be exempted by the Government of *[insert name of the recipient country]* in accordance with the provisions of the G/A. The price to be quoted in the Letter of Bid shall exclude the VAT on the Contract.

*[It is strongly advised that Clause 14.5, which prescribes the handling of taxes on Bid Prices, be reviewed and revised based on the Exchange of Notes and accompanying Note Verbal for the Project.]*

- 15. Currencies of Bid** 15.1 The currency of the Bid and the payment of the Contract price shall be in the currency of *[insert US Dollar or any other internationally traded foreign currency acceptable to JICA. Locally traded currencies shall not be accepted]*.
- 16. Documents Establishing the Qualifications of the Bidder** 16.1 Bidders shall provide information to establish their eligibility in accordance with ITB 4 in the Form-ELI: Bidder Information, included in Section IV, Bidding Forms.
- 16.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Buyer's satisfaction:
- (a) that, a Bidder who 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 Buyer's Country;
  - (b) that, if a Bidder is not conducting business within the Buyer'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 all of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

- 17. Documents Establishing the Conformity of the Goods and Related Services**
- 17.1 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 V, Supply Requirements.
- 17.2 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 Supply Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars (Form DAS: Description of After-Sales Services), including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods for a period of *[five (5)]* years following commencement of the use of the Goods by the Buyer.
- 17.4 Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Buyer in the Supply Requirements are intended to be only descriptive, not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided they demonstrate, to the Buyer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Supply Requirements.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for a period of *thirty (30)* days after the Bid submission deadline date prescribed by the Buyer.
- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Buyer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.
- 19. Bid Security**
- 19.1 The Bidder shall furnish, as part of its Bid, a Bid Security. The amount and currency of the Bid Security shall be *[insert the amount and currency of the Bid Security]*.
- 19.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee, issued by a bank or financial institution (such as insurance, bonding or surety company); or
  - (b) a cashier's or certified check from a reputable source.
- If the unconditional guarantee is issued by a financial institution located outside the Buyer's country, the issuing financial institution shall have a correspondent financial institution located in the Buyer'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 III, Bidding Forms, or in another substantially similar format approved by the Buyer. 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.

- 19.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Buyer as non-responsive.
- 19.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing of the Performance Security pursuant to ITB 37.
- 19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 19.6 The Bid Security may be forfeited:
  - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 36; or
    - (ii) furnish a Performance Security in accordance with ITB 37.

**20. Format and  
Signing of Bid**

- 20.1 The Bidder shall prepare one (1) original and two (2) copies of the documents comprising the Bid as described in ITB 11 and clearly mark them "ORIGINAL" and "COPY," respectively. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by (i) the legal representative of the Bidder, or (ii) a person duly authorized to sign on behalf of the Bidder. In case of (i), a certificate that demonstrates the signatory is the duly registered legal representative of the Bidder shall be attached to the Bid. In case of (ii), the Power of Attorney duly signed by the legal representative of the Bidder 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.

## **D. Submission and Opening of Bids**

- 21. Sealing and Marking of Bids**
- 21.1 The Bidder shall enclose the original and all copies of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY,” respectively. These envelopes containing the original and the copies shall then be enclosed and sealed in one single envelope.
- 21.2 The inner and outer envelopes shall bear the Project name, the Bid Preference No., the name and address of the Bidder, and be addressed to the Buyer, in accordance with ITB 22.1.
- 22. Deadline for Submission of Bids**
- 22.1 The Bids must be received by the Buyer by hand at the time and place of Bid Opening, in accordance with ITB 25.1, no later than the date and time noted below:  
 For Bid submission purposes only, the Buyer’s address is:  
 Attention: *[insert name of person in charge]*  
 Address: *[insert address]*  
 The deadline for Bid submission is:  
 Date: *[insert day, month, and year]*  
 Time: *[insert time]*
- 22.2 The Buyer 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 Buyer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The Buyer shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Buyer after the deadline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 (except that copies of withdrawal notices are not 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 20 and ITB 21 (except that copies of withdrawal notices are not required), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”; and
- (b) received by the Buyer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

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

**25. Bid Opening**

25.1 The Buyer shall publicly open and read out, in accordance with ITB 25.4, all Bids received in accordance with ITB 22.1, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the date, time and address below:

Time of Bid Opening: *[insert time]*

Date of Bid Opening: *[insert day, month, and year]*

Place of Bid Opening: *[insert place]*

The absence of the Bidders' representatives at the Bid Opening shall not invalidate their Bids.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out; the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. Next, envelopes marked "SUBSTITUTION" shall be opened, read out and exchanged with the corresponding Bid being substituted; the substituted Bid shall not be opened, but returned to the Bidder. Then, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid.

25.3 No Bid withdrawal, substitution or modification shall be permitted unless such notice contains a valid authorization to request the withdrawal, substitution or modification and is read out at Bid opening.

25.4 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 total Bid Prices;
- (d) the presence or absence of a Bid Security; and
- (e) any other details as the Buyer may consider appropriate.

If there is a discrepancy between the price in words and that in figures, the price in words shall prevail.

25.5 The Buyer shall prepare a record of the Bid Opening that shall include, as a minimum, the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the examination of Bids and recommendation of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders, in accordance with ITB 35.
- 26.2 Any attempt by a Bidder to influence the Buyer in the evaluation of the Bids or Contract award decision may result in the rejection of its Bid.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation and comparison of the Bids and qualification of the Bidders, the Buyer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered or permitted.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Buyer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding 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.
- 29. Qualification of the Bidder**
- 29.1 The Buyer shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section II, Qualification Criteria, during the evaluation of Bids.
- 29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16.
- 29.3 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.
- 30. Determination of Responsiveness**
- 30.1 The Buyer's determination of a Bid's responsiveness is to be based on the content of the Bid itself.
- 30.2 A substantially responsive bid is one that meets the requirements for the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that,
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality or performance of the Works specified in the Contract; or

- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Buyer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.3 The Buyer shall examine the technical aspects of the Bid submitted in accordance with ITB 17, in particular, to confirm that all requirements of Section V, Supply Requirements have been met without any material deviation, reservation or omission.
- 30.4 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Buyer.

**31. Nonmaterial Nonconformities**

- 31.1 Provided that a Bid is substantially responsive, the Buyer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission.
- 31.2 Provided that a Bid is substantially responsive, the Buyer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

**32. Correction of Arithmetical Errors**

- 32.1 Provided that the Bid is substantially responsive, the Buyer 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 Buyer, 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 arithmetical error, in which case the amount in figures shall prevail, subject to (a) and (b) above.
- 32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1 shall result in the rejection of the Bid.



- 33. Buyer’s Right to Accept Any Bid, and to Reject Any or All Bids**      33.1 The Buyer 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**

- 34. Award Criteria**      34.1 The Buyer shall award the Contract to the Bidder whose offer substantially conforms to the specification and other conditions of the Bidding Documents, and who offers the lowest price, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 35. Notification of Award**      35.1 Prior to the expiration of the period of Bid validity, the Buyer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Buyer 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”). At the same time, the Buyer shall also notify all other Bidders of the results of the bidding.
- 35.2 After a Contract has determined to be eligible for financing under Japanese ODA Grants, the following information may be made public by JICA:
- (a) name of each Bidder who submitted a Bid;
  - (b) Bid Prices as read out at Bid Opening;
  - (c) name and address of the successful Bidder; and
  - (d) award date and amount of the Contract.
- 35.3 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

- 36. Signing of Contract**      36.1 Promptly upon notification, the Buyer shall send the successful Bidder the Contract Agreement.
- 36.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date and return it to the Buyer.

- 37. Performance Security**
- 37.1 Within twenty-eight (28) days after the receipt of the Letter of Acceptance from the Buyer, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, using the form included in Section IV, Contract Forms or another form acceptable to the Buyer.
- 37.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the amendment of the award and forfeiture of the Bid Security. In that event, the Buyer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Buyer to be qualified to perform the Contract satisfactorily.

## Section II. Qualification Criteria

### 1. Eligibility and Qualification

Factor	Compliance Requirement	Documentation
<b>1.1. Eligibility</b>		
Nationality	Nationality and registration in accordance with ITB 4.2.	Forms ELI with attachments
Conflict of Interest	No conflicts of interest in ITB 4.4.	Letter of Bid
JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB 3.	Letter of Bid Form ACK
<b>1.2. Historical Contract Non-Performance</b>		
History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor's default for the last two (2) calendar years.	Letter of Bid
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last five (5) calendar years.	
<b>1.3. Financial Situation</b>		
Financial Performance	The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Buyer, for the last three (3) years 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.	Form FIN with attachments
<b>1.4. Experience</b>		
General Experience	Experience under supply contracts specified below, in the role of prime supplier for the last <i>three (3) calendar years</i> . - <i>Three (3) contracts</i> , each of minimum value of USD <i>[insert amount in USD]</i> .	Form EXP

Wherever a form in Section III, 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 construction 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 publicly available sources acceptable to the Buyer. Any error in determining the exchange rates may be corrected by the Buyer.

## Section III. Bidding Forms

### Table of Forms

Letter of Bid .....	BF-2
Price and Delivery Schedule: Goods .....	BF-3
Price and Delivery Schedule: Related Services .....	BF-4
Form CTS: Comparison Table of Specifications.....	BF-5
Form DAS: Description of After-Sales Services.....	BF-6
Form MAN: Manufacturer’s Authorization .....	BF-7
Form ELI: Bidder Information .....	BF-8
Form FIN: Financial Situation.....	BF-9
Form EXP: General Experience .....	BF-10
Form ACK: Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants .....	BF-11
Form of Bid Security.....	BF-13

## Letter of Bid

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

To: *[insert complete name of Buyer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda No.: *[insert the number and issuance date of each Addenda]*;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4:
- (c) 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]*;
- (d) The total price of our Bid is: *[insert the total Bid price in words and figures in the internationally traded currency indicated in the ITB 13.]*;
- (e) Our Bid shall be valid for the 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;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We understand that this Bid, together with your written acceptance thereof included in your letter of acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive;
- (i) We hereby certify that there is no contract non-performance for the last two (2) calendar years, and no consistent history of court/arbitral award decisions against us for the last five (5) calendar years; and
- (j) We also 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:

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 is shown above]*

Dated on *[insert date of signing]* day of *[insert month]*, *[insert year]*

*[\*Person signing the Bid shall have the power of attorney given by the Bidder, to be attached to the Bid.]*

## Price and Delivery Schedule: Goods

*[The Bidder shall fill in these Price and Delivery Schedule Forms, in accordance with the instructions indicated. The list of line items in column 1 of these Forms shall coincide with the List of Goods and the Related Services specified by the Buyer in the Supply Requirements.]*

1	2	3	4	5	6	7
Line Item N°	Description of Goods	Country of Origin	Quantity and physical unit	Unit price	Total price per line item (Col. 4×5)	Bidder's offered delivery date
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

1	2	3	4	5	6
Service Item N°	Description of Services	Quantity and physical unit	Unit price	Total price per line item (Col. 3x4)	Bidder's offered completion date
Total Price					

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



## Form CTS: Comparison Table of Specifications

*[A Bidder who offers a brand other than the reference brand set by the Buyer shall submit a comparison table of specifications and manufacturer's catalogue that clearly shows its technical specifications.]*

[Sample]

Line Item N°	Originally Required Specifications	Statement of the Bidder's Specifications
	<b>Reference Model</b> Manufacturer: Model:	<b>Bidder's Offer</b> Manufacturer: Model: Country of Origin:
	<i>Details of Originally Required Technical Specifications</i>	<i>Details of Technical Specifications</i>

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

Signature of Bidder: *[signature of person signing the Bid]*

Date: *[insert date]*

## Form DAS: Description of After-Sales Services

*[The Bidder shall describe details and available sources of after-sales services, spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods.]*

[Sample]

Line Item N°	Provider of After-Sales Services	Details of After-Sales Services

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 on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding for the Manufacturer. The Bidder shall include this in its bid, if so indicated in the **ITB**.]*

To: *[insert complete name of Buyer]*

### WHEREAS

We, *[insert complete name of Manufacturer]*, the 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 and subsequently negotiate and sign the Contract. The purpose of such is to provide the following Goods manufactured by us: *[insert name and or brief description of the Goods]*.

We hereby extend our full guarantee and warranty in accordance with Clause 18 of the Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

## Form ELI: Bidder Information

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

*[The Bidder shall provide the following information.]*

Bidder's legal name:
Bidder's actual country of registration:
Bidder's year of incorporation:
Bidder's legal address in country of registration:
Bidder's authorized representative information: Name: Address: Telephone: E-mail address:
Attached are copies of the following original documents. <input type="checkbox"/> Article of Incorporation (or equivalent documents of constitution or association) <input type="checkbox"/> Documents of registration of the legal entity named above

## Form FIN: Financial Situation

Date: *[insert day, month, year]*  
Bidder's Name: *[insert full name]*

### 1. Financial data

Type of Financial information	Historic information for previous 5 years (amount in <i>[currency or USD equivalent]</i> )				
	<i>Year A</i>	<i>Year B</i>	<i>Year C</i>	<i>Year D</i>	<i>Year E</i>
<b>Statement of Financial Position (Information from Balance Sheet)</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

### 2. Financial documents

The Bidder shall provide copies of the financial statements for five (5) years pursuant to Section II, Qualification Criteria. The financial statements shall:

- (a) reflect the financial situation of the Bidder and not of 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 statements\* for the last five (5) years as required above, which comply with the requirements.

*\* 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 EXP: General Experience

Date: *[insert day, month, year]*  
 Bidder's Name: *[insert full name]*

*[Identify contracts that demonstrate continuous supply over the past **three (3)** years, pursuant to Section II, Qualification Criteria. List contracts chronologically, according to their commencement (starting) dates.]*

<b>General Experience</b>			
Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: Brief description of the supply performed by the Bidder: Amount of contract: <i>[insert amount in currency and USD equivalent]</i> Name of Buyer: Address:	

## Form ACK: Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants(Tentative Type II)

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder]* (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants(Tentative Type II), hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for *[insert 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 Procurement Guidelines for the Japanese Grants (for Japanese consultant and local contractors) (Tentative Type II) (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.

B) 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.

C) 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 the 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 designated below.)

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

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

- (ii) JICA XXXXXX 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.

D) If any of the statements made herein are subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein are not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Buyer and/or any sanctions imposed by or actions taken by JICA.

---

**Authorized Signatory**

*[insert name of signatory and title]*

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

Date: *[insert date]*



## Form of Bid Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and address of the Buyer]*

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

**Date:** *[insert date of issue]*

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

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

We have been informed that *[insert name of the Bidder]* (hereinafter called “the Applicant”) will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the execution of *[insert description of Contract]*.

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

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

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (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) has failed to execute the Contract Agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary’s Bidding 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 as indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

---

**[Signature]**