

SAMPLE

BIDDING DOCUMENTS
for

Procurement of

[insert identification of the Works]

Project: *[insert name of the Project]*

Client: *[insert name of the Client]*

Country: *[insert name of the country]*

Issued on: *[insert date]*

Bid Reference No.: *[insert number]*

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Section I. Instructions to Bidders

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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 Client”) issues these documents (hereinafter referred to as “the Bidding Documents”) for the procurement of works as specified in Section V, Works 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 Japan International Cooperation Agency (hereinafter 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”). The Government of *[insert name of the recipient country]* intends to apply the grant 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.
- 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 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 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, or each JV member in case the Bidder is a JV, shall have registered itself as a construction company under the laws of the *[insert name of the recipient country]*.
- 4.3 A Bidder (the representative of the JV, in case of a JV) shall be a firm that has bought or obtained the Bidding Documents directly from the Client.
- 4.4 A Bidder, or all JV members in case the Bidder is a JV, 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 the officials of the Government of *[insert name of the recipient country]*, who are 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 (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 Bid, either individually as a Bidder or as a member of a JV. A firm (including the Related Firm) may participate in other Bids, only in the capacity of a subcontractor.
- (d) A firm may not involve any individual (whether as 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 or excluded.
- 4.5 A Bidder shall be nationals from any of the eligible source countries as indicated in the G/A, i.e. *[insert names of eligible source countries]*. 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 Client, as the Client shall reasonably request.

B. Contents of Bidding Documents

5. Sections of Bidding Documents

- 5.1 The Bidding Documents consist of four (4) Sections as indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 7.
- Section I. Instructions to Bidders (ITB)
 - Section II. Evaluation and Qualification Criteria
 - Section III. Bidding Forms
 - Section IV. Contract Forms
 - Section V. Works Requirements
- 5.2 The Invitation for Bids issued by the Client is not part of the Bidding Documents.
- 5.3 Unless obtained directly from the Client, the Client is not

responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Documents in accordance with ITB 7.

- 5.4 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. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 6.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Client in writing to the Client's address specified hereunder. The Client 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 Client shall forward copies of the response to all Bidders who have acquired the Bidding Documents directly from the Client, 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 Client shall amend the Bidding Documents following the procedure under ITB 7.

For clarification purpose only, the Client's address is:

Attention: *[insert name of Project Officer]*

Address: *[insert address of JICA Office]*

Telephone: *[insert telephone number]*

E-mail address: *[insert e-mail address]*

- 6.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.3 The Bidder and any of its personnel or agents will be granted permission by the Client to enter upon its premises and lands for the purpose of such visit, but only upon the expressed condition that the Bidder, its personnel, and agents will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 6.4 The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer inquiries on any matter that may be raised at that stage. A pre-bid meeting will take place at the following date, time and place:
- Date: *[insert the date of the pre-bid meeting]*
Time: *[insert the time of the pre-bid meeting]*
Place: *[insert the place of the pre-bid meeting]*

A site visit conducted by the Client *[insert “will be” of “will not be”, as appropriate]* organized.

- 6.5 The Bidder is requested to submit any inquiries in writing, to reach the Client not later than one (1) week before the meeting.
- 6.6 Minutes of the pre-bid meeting, if applicable, including the text of the inquiries raised by Bidders, without identifying the source, and the response given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents directly from the Client. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of Bids, the Client may amend the Bidding Documents by issuing addenda.
- 7.2 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 Client.
- 7.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Client may extend the deadline for the submission of Bids, pursuant to ITB 21.2.

C. Preparation of Bids

- 8. Cost of Bidding**
- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language of Bid**
- 9.1 The Bid, as well as all correspondence and documents relating to the Bid, exchanged by the Bidder and the Client, 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.
- 10. Documents Comprising the Bid**
- 10.1 The Bid shall comprise the following:
- (a) Letter of Bid;
 - (b) Bill of Quantities;
 - (c) Bid Security in accordance with ITB 18;
 - (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 19.2;

- (f) documentary evidence in accordance with ITB 16 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (g) Technical Proposal in accordance with ITB 15; and
 - (h) any other document required in this "Instructions to Bidders".
- 10.2 In addition to the requirements under ITB 10.1 above, 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.
- 11. Letter of Bid and Other Documents**
- 11.1 The Letter of Bid and all documents listed under ITB 10, 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 19.2. All blank spaces of these forms shall be filled in with the information requested.
- 12. Alternative Bids**
- 12.1 Alternative bids shall not be considered.
- 13. Bid Prices**
- 13.1 The Bidder shall submit a Bid for the whole of the Works described in Section V, Works Requirements, by using in the form of the Letter of Bid, in Section III, Bidding Forms.
- 13.2 The Bidder shall also fill in rates and prices for all items of the Works described in the Bill of Quantities, in Section III, Bidding Forms. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items and prices in the Bill of Quantities. In the event of any discrepancy between the Letter of Bid and the Bill of Quantities, the Letter of Bid shall prevail.
- 13.3 The price to be quoted in the Letter of Bid shall be the total fixed price of the Bid.
- 13.4 The Value Added Tax 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 13.4, which prescribes "Taxes Treatment in Bid Prices", shall be reviewed and revised based on the Exchange of Notes and the accompanied Note Verbal for the Project. Custom Duties for import of materials and equipment for the Project also may be exempted.]

- 14. Currencies of Bid and Payment** 14.1 The currency of the Bid and the payment of the Contract price shall be in the currency of *[insert US Dollar or any other currency]*.
- 15. Documents Comprising the Technical Proposal** 15.1 The Bidder shall furnish a Technical Proposal including a statement of site organization, work methods, mobilization and construction schedule, safety plan, equipment, personnel and any other information as stipulated in Section III, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirement and the completion time.
- 16. Documents Establishing the Qualifications of the Bidder** 16.1 To establish its qualifications to perform the Contract in accordance with Section II, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section III, Bidding Forms.
- 17. Period of Validity of Bids** 17.1 Bids shall remain valid for the period of *sixty (60)* days after the Bid submission deadline date prescribed by the Client.
17.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Client may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.
- 18. Bid Security** 18.1 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]*.
18.2 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);
(b) an irrevocable letter of credit; or
(c) a cashier's or certified check, from a reputable source.
If the unconditional guarantee is issued by a financial institution located outside the Client's country, the issuing financial institution shall have a correspondent financial institution located in the Client's country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the form of Bid Security included in Section III, Bidding Forms, or in another substantially similar format approved by the Client. 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.
18.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Client as non-responsive.
18.4 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 35.

- 18.5 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.
- 18.6 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 34; or
 - (ii) furnish a Performance Security in accordance with ITB 35.
- 18.7 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1 and ITB 10.2.

**19. Format and
Signing of Bid**

- 19.1 The Bidder shall prepare one (1) original and two (2) copies of the documents comprising the Bid as described in ITB 10 and clearly mark them "ORIGINAL" and "Copy", respectively. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2 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 (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.
- 19.3 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.

D. Submission and Opening of Bids

**20. Sealing and
Marking of
Bids**

- 20.1 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.
- 20.2 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 Client in accordance with ITB 21.1.
- 21. Deadline for Submission of Bids**
- 21.1 The Bids must be received by the Client by hand at the time and place of Bid Opening in accordance with ITB 24.1, or by registered mail to the address and no later than the date and time below:
For Bid submission purpose only, the Client’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]*
- 21.2 The Client may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Client and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 22. Late Bids**
- 22.1 The Client shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Client after the deadline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder.
- 23. Withdrawal, Substitution, and Modification of Bids**
- 23.1 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 19.2, (except that withdrawal notices do not require copies). 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 19 and ITB 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Client prior to the deadline prescribed for submission of Bids, in accordance with ITB 21.
- 23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders.
- 23.3 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.

- 24. Bid Opening**
- 24.1 The Client shall publicly open and read out in accordance with ITB 24.4 all Bids received in accordance with ITB 21.1, in the presence of Bidders’ designated representatives and anyone who choose 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 forfeit the effectiveness of their Bids.
- 24.2 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. Next, 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. Then, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid.
- 24.3 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.
- 24.4 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 of absence of a Bid Security; and
(e) any other details as the Client may consider appropriate.
- 24.5 The Client shall prepare a record of the Bid Opening that shall include, as a minimum: the name of the Bidder; 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

- 25. Confidentiality**
- 25.1 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 33.
- 25.2 Any attempt by a Bidder to influence the Client in the evaluation of the Bids or Contract award decision may result in the rejection of its Bid.

- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Client may, at its discretion, ask any Bidders 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.
- 26.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Client’s request for clarification, its Bid may be rejected.
- 27. Deviations, Reservations, and Omissions**
- 27.1 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.
- 28. Qualification of the Bidder**
- 28.1 The Client shall determine to its satisfaction whether Bidders meet the qualifying criteria specified in Section II, Evaluation and Qualification Criteria, during the evaluation of Bids.
- 28.2 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.
- 28.3 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.
- 29. Determination of Responsiveness**
- 29.1 The Client’s determination of a Bid’s responsiveness is to be based on the content of the Bid itself.
- 29.2 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 Client’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.
- 29.3 The Client shall examine the technical aspects of the Bid submitted in accordance with ITB 15, Technical Proposal, in particular, to

confirm that all requirements of Section V, Works Requirements, have been met without any material deviation, reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Client.

**30. Nonmaterial
Nonconformities**

30.1 Provided that a bid is substantially responsive, the Client may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.

30.2 Provided that a Bid is substantially responsive, the Client 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.

**31. Client's Right
to Accept Any
Bid, and to
Reject Any or
All Bids**

31.1 The Client 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

**32. Award
Criteria**

32.1 The Client 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.

**33. Notification of
Award**

33.1 Prior to the expiration of the period of Bid validity, the Client 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 Client will pay the Contractor in consideration of the execution and completion of the Works. At the same time, the Client shall also notify all other Bidders of the results of the bidding.

33.2 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.
- 33.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 34. Signing of Contract**
 - 34.1 Promptly upon notification, the Client shall send the successful Bidder the Contract Agreement.
 - 34.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Client.

- 35. Performance Security**
 - 35.1 Within twenty eight (28) days after the receipt of the Letter of Acceptance from the Client, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, using Form included in Section IV, Contract Forms, or another form acceptable to the Client.
 - 35.2 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 Client may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by the Client to be qualified to perform the Contract satisfactorily.

Section II. Evaluation and Qualification Criteria

1. Evaluation of the Technical Proposal

Evaluation of the Bidder’s Technical Proposal will include an assessment of the Bidder’s technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V, Works Requirements.

1.1. Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience	Experience in Similar Works
1.	<i>e.g. Manager</i>	<i>e.g. 20 years</i>	<i>e.g. 5 years</i>
2.	<i>e.g. Chief Architect</i>	<i>e.g. 15 years</i>	<i>e.g. 5 years</i>

Notes for the Client

The personnel listed shall be limited to who are responsible for the major activities in the execution of the contract.

The Bidder shall provide details of the proposed personnel and their experience records in Form PER-1 and Form PER 2 in Section III, Bidding Forms.

1.2. Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1.		
2.		

Notes for the Client

The items listed shall be limited to major items of equipment that are crucial to the proper and timely execution of the contract, and items that Bidders may not readily be able to purchase, hire, or lease in the required time frame.

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section III, Bidding Forms.

2. Eligibility and Qualification

Factor	Compliance Requirement	Documentation
2.1. Eligibility		
Registration	Registration as a construction company in accordance with ITB 4.1.	Forms ELI-1 and 2, with attachments
Nationality	Nationality in accordance with ITB 4.3.	Forms ELI-1 and 2, with attachments
Conflict of Interest	No conflicts of interest in ITB 4.2.	Letter of Bid
JICA Ineligibility	Not having been declared ineligible by JICA, as described in ITB 4.4.	Letter of Bid Form ACK
2.2. Historical Contract Non-Performance		
History of Non-Performing Contracts	Non-performance of a contract ⁽ⁱ⁾ did not occur as a result of contractor's default for the last two (2) calendar years.	Form CON
Pending Litigation	All pending litigation shall in total not represent more than 50 % of the Bidder's net worth and shall be treated as resolved against the Bidder.	Form CON
Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁽ⁱⁱ⁾ for the last five (5) calendar years.	Form CON
<p><u>Notes for the Bidder</u></p> <p>(i) Non-performance, as decided by the Client, shall include all contracts</p> <p>(a) where non-performance was not challenged by the contractor, 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 contractor.</p> <p>Non-performance shall not include contracts where Client'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) 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 may result in failure of the Bid.</p>		
2.3. Financial Situation		
Financial Performance	The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Client, for the last five (5) 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	Form FIN-1 with attachments

	total liabilities should be positive.	
Average Annual Construction Turnover	Minimum average annual construction turnover of USD <i>[insert amount in USD]</i> , calculated as total certified payments received for contracts in progress and/or completed, within the last five (5) years, divided by five (5) years.	Form FIN-2
2.4. Financial Resources		
Financial Resources	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 construction cash flow requirements estimated as USD <i>[insert amount in USD]</i> for the subject contract(s) net of the Bidders other commitments.	Form FIR-1
	The Bidders shall also demonstrate, to the satisfaction of the Client, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Form FIR-1 and FIR-2
2.5. Experience		
General Construction Experience	Experiences under construction contracts specified below, in the role of prime contractor (single entity or JV member), subcontractor, or management contractor for the last <i>three (3) calendar years</i> . - <i>Five (5) contracts</i> , each of minimum value of USD <i>[insert amount in USD]</i> .	Form EXP-1
Specific Construction Experience	Experiences of similar ⁽ⁱ⁾ contracts specified below, that have been satisfactorily and substantially ⁽ⁱⁱ⁾ completed as a prime contractor (single entity or JV member ⁽ⁱⁱⁱ⁾) for the last five (5) calendar years. - <i>Five (5) contracts</i> , each of minimum value of USD <i>[insert amount in USD]</i> .	Form EXP-2
Notes for the Bidder		
<p>(i) The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VI, Works Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.</p> <p>(ii) Substantial completion shall be based on 80% or more of the works completed under the contract.</p> <p>(iii) For contracts under which the Bidder participated as a JV member, only the Bidder's share, by value, shall be considered to meet this requirement.</p>		

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 source acceptable to the Client. Any error in determining the exchange rates may be corrected by the Client.

In case of the Bidder as a Joint Venture, each member of JV shall meet "Compliance Requirement" criteria of "2. Eligibility and Qualification", except "2.4. Financial Resources". The requirement of "2.4. Financial Resources" shall be met by all parties combined of the JV.

Section III. Bidding Forms

Table of Forms

A. Letter of Bid	BF-2
B. Bill of Quantities	BF-3
C. Technical Proposal	BF-4
✓ Site Organization (free format)	
✓ Method Statement (free format)	
✓ Mobilization Schedule (free format)	
✓ Construction Schedule (free format)	
✓ Safety Plan (free format)	
✓ Form PER-1: Proposed Personnel	
✓ Form PER-2: Resume of Proposed Personnel	
✓ Form EQU: Equipment	
D. Bidder's Qualification	BF-7
✓ Form ELI: Bidder Information Form	
✓ Form ELI-2: Bidder's Party Information Form	
✓ Form CON: Historical Contract Non-Performance	
✓ Form FIN-1: Financial Situation	
✓ Form FIN-2: Average Annual Construction Turnover	
✓ Form FIR-1: Financial Resources	
✓ Form FIR-2: Current Contract Commitments	
✓ Form EXP-1: General Construction Experience	
✓ Form EXP-2: Specific Construction Experience	
E. Form ACK: Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants	BF-17
F. Bid Security.....	BF-18

A. Letter of Bid

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

To: *[insert complete name of Client]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda No.: *[insert the number and issuing 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 execute in conformity with the Bidding Documents the following Works:
[insert a brief description of the Works];
- (d) The total price of our Bid is: *[insert the total Bid price in words and figures and in the case of contradiction between words and figures, words shall prevail]*;
- (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 ITB 17, 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 notification of award, 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; and
- (i) 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*:

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]*

[:In the case of the Bid submitted by 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.]*

B. Bill of Quantities

[B/Q may be attached as an appendix.]

C. Technical Proposal

Form PER-1: Proposed Personnel

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

[The Client shall identify the title of position for the key personnel required for the Work]

1.	Title of position*:
	Name:
2.	Title of position*:
	Name:
3.	Title of position*:
	Name:
4.	Title of position*:
	Name:

**As listed in Section II, Evaluation and Qualification Criteria, Sub-factor 1.1.*

Form PER-2: Resume of Proposed Personnel

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

[The Bidder shall provide the data on experience of the personnel indicated in Form PER-1, in the form below.]

Position:		
Personnel information	Name:	Date of Birth:
	Professional qualification:	
Present employment	Name of employer:	
	Address of employer:	
	Telephone:	Contact (manager/personnel officer):
	Fax:	E-mail:
	Job title:	Years with present employer:

[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]

From	To	Company / Project / Position / Relevant technical and management experience

Form EQU: Equipment

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

[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section II, Evaluation and Qualification Criteria, Sub-factor 1.2. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible.]

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

[Omit the following information for equipment owned by the Bidder]

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	E-mail	Fax
Agreements	Details of rental / lease / manufacture agreements specific to the project	

D. Bidder's Qualification

[To establish its qualifications to perform the Contract in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.1, the Bidder shall provide the information requested in the corresponding Forms included hereunder.]

Form ELI-1: Bidder Information Form

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

[The Bidder shall provide the following information.]

Bidder's legal name:
In case of a JV, legal name of the representative member and of each member:
Bidder's actual or intended 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 original documents of <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 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement

Form ELI-2: Bidder's Party Information Form

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

[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 subcontractor proposed to be used by the Bidder for any part of the Contract resulting from this process.]

Bidder's legal name:
Bidder's Party legal name:
Bidder's Party country of registration:
Bidder's Party year of incorporation:
Bidder's Party legal address in country of registration:
Bidder's Party authorized representative information: Name: Address: Telephone: E-mail address:
Attached are copies of original documents of <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 CON: Historical Contract Non-Performance

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

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

1. History of Non-Performing Contracts

<input type="checkbox"/> Contract non-performance did not occur for the last two (2) calendar years, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2.			
<input type="checkbox"/> Contract(s) not performed for the last two (s) calendar years, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2 is(are) indicated below:			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (USD equivalent)
	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: Reason(s) for non-performance:	

2. Pending Litigation

<input type="checkbox"/> No pending litigation in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2.				
<input type="checkbox"/> Pending litigation in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2 is indicated below:				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (USD equivalent)
			Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: Address of Employer: Matter in dispute: <i>[indicate main issues in dispute]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	

3. Litigation History

<input type="checkbox"/> No court/arbitral award decisions against the Bidder for the last five (5) years, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2. <input type="checkbox"/> Court/ arbitral award decisions against the Bidder for the last five (5) years, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.2, are indicated below:		
Year of award	Contract Identification	Total Contract Amount (USD equivalent)
	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: Address of Employer: Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	

Form FIN-1: Financial Situation

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

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

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>
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 shall provide copies of the financial statements for five (5) years pursuant Section II, Evaluation and Qualification Criteria, Sub-factor 2.3. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV, of each member, 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 required above; and complying with the requirements.

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

Form FIN-2: Average Annual Construction Turnover

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

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

Annual Turnover Data (Construction only)			
Year	Amount and Currency	Exchange rate	USD equivalent
Year A			
Year B			
Year C			
Year D			
Year E			
Average Annual Construction Turnover*			

** Total USD equivalent for all years divided by the total number of years, in accordance with Section II, Evaluation and Qualification Criteria, Sub-factor 2.3.*

Form FIR-1: Financial Resources

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

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

[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 construction cash flow demands of the subject contract(s) as specified in Section II, Evaluation and Qualification Criteria, Sub-factor 2.4.]

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

Form FIR-2: Current Contract Commitments

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

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

[The Bidder and each member of a JV should provide information on its 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 II, Evaluation and Qualification Criteria, Sub-factor 2.4.]

Current Contract Commitments					
No.	Name of Contract	Employer's Address and Tel	Value of outstanding Work [Current USD equivalent]	Estimated completion date	Average monthly invoicing over last 6 months [USD/month]
1.					
2.					
3.					
4.					
5.					

Form EXP-1: General Construction Experience

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

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

*[Identify contracts that demonstrate continuous construction work over the past **three (3)** years pursuant to Section II, Evaluation and Qualification Criteria, Sub-Factor 2.5. List contracts chronologically, according to their commencement (starting) dates.]*

General Construction Experience			
Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: Brief description of the Works performed by the Bidder: Amount of contract: <i>[insert amount in currency and USD equivalent]</i> Name of Employer: Address:	<i>[insert "Prime Contractor (Single entity or JV member)" or "Subcontractor" or "Management Contractor"]</i>

Form EXP-2: Specific Construction Experience

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

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

[Fill out one (1) form per contract, in accordance with Section II, Evaluation and Qualification Criteria, Sub-Factor 2.5.]

Contract of Similar Size and Nature			
No. of 5	Information		
Contract Identification	<i>[insert contract name and reference identification number, if applicable]</i>		
Award Date			
Completion Date			
Role in Contract	<input type="checkbox"/> Single entity <input type="checkbox"/> Prime Contractor of a JV		
Total Contract Amount	<i>[insert total contract amount and currency]</i>		<i>[in USD equivalent]</i>
In case of a JV, participation in total Contract amount	<i>[insert a percentage of participation]</i>	<i>[insert amount and currency of participation]</i>	<i>[in USD equivalent]</i>
Employer's Name:			
Address: Telephone number: E-mail:			
Description of the similarity			
1. Physical size of required works items			
2. Complexity	<i>[insert description of complexity]</i>		
3. Methods / Technology	<i>[insert specific aspects of the methods / technology involved in the contract]</i>		
4. Other Characteristics			

E. Form ACK: Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants

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 Procurement Guidelines for the Japanese Grants, 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 Japanese Grants (for Japanese consultant and local contractor) (Tentative Type II) (hereinafter referred to as the “Guidelines”); and
- (ii) the Bidder has not, directly
- (iii) 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 identified 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 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 Client and 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]*

F. Bid Security

[Guarantor letterhead or SWIFT identifier code]

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

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

Date: *[insert date of issue]*

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

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

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called “the Applicant”) 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]