

Forms of Bidding Documents

under

JICA's Grants

March 2016

JAPAN INTERNATIONAL COOPERATION AGENCY
(JICA)

Notes for Users

JICA will encourage the Recipient to use the JICA's form of instruction to bidders and conditions of contract to be financed by JICA's Grants .

These have been prepared as standard documents, which shall be used without suppressing or adding text to the standard sections of the document to be used without modification, which are Section I Instructions to Bidders (Standard ITB) and General Conditions of Contract (Standard GC). **If the ITB and/or GC of the Bidding Documents prepared by the Client contain modifications from the Standard ITB and/or Standard GC included in these Standard Bidding Documents (SBD), JICA will not consider them valid and the Standard ITB and/or Standard GC, as defined above, shall apply.**

All information and data particular to each individual contract and required by the Bidders in order to prepare responsive Bids must be provided by the Client, prior to issuing the Bidding Documents. Unless specifically agreed with JICA, the Particular Conditions shall not materially alter the provisions of the General Conditions of Contract.

The following directions should be observed when using these Bidding Documents:

- (i) Specific details, such as the name of the Client, address for Bid submission, etc., should be furnished in the spaces indicated by italicized notes inside brackets.
- (ii) The footnotes, "boxed" notes and italicized notes in these SBD, except those applying to forms to be filled out by Bidders or instructions for the Bidders, are not part of the Bidding Documents, but contain guidelines and instructions for the Client. Do not incorporate them in the actual Bidding Documents.
- (iii) Where alternative Clauses or texts are shown, select those which best suit the particular works and discard the alternative text which is not used.

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

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

BIDDING DOCUMENTS

f o r

Procurement of

[insert identification of the Works]

Client: *[insert name of Client (Executing Agency)]*

Country: *[insert name of Country]*

Project: *[insert name of Project]*

Table of Contents

Section I.	Invitation for Bids
Section II.	Instructions to Bidders
Section III.	Bid Data Sheet
Section IV.	Bidding Forms

Section I. Invitation for Bids

Notes on Invitation for Bids

[Following Prequalification]

The Invitation for Bids for contracts is sent only to firms determined by the Client to be qualified in accordance with the prequalification procedure. This prequalification procedure must be reviewed and commented on by JICA if the potential contract is to be eligible for JICA financing (see the relevant Section of the Procurement Guidelines for the Japanese Grants (Type I)).

Ideally, the Invitation for Bids is sent to the qualified Bidders at the time that the prequalification results are announced.

Prequalification may be conducted for large or complex work and, exceptionally, for custom-designed equipment or specialized services to insure, in advance of bidding, that the invitation to bid is to be extended only to those who are technically and financially capable

[Without Prequalification]

If Bids are invited openly from contractors without using a prequalification procedure, the Bid notice should be issued directly to the public (see the relevant Section of the Procurement Guidelines for the Japanese Grants (Type I)).

[Common]

The Invitation for Bids shall be included in the Bidding Documents.

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

Form of Invitation for Bids

Date:

1. The Government of (name of the recipient country) has received a grant from Japan International Cooperation Agency (hereinafter referred to as “JICA”) toward the cost of [*insert name of the Project stipulated in the G/A*] (hereinafter referred to as “Project”). It is intended that part of the proceeds of this Grant will be applied to eligible payments under the contract.

 2. On behalf of the Government of [*insert name of the recipient country*], as the Client/Buyer, the executing agency, [*insert name of the executing agency of the Project*] now invites sealed Bid from the eligible bidders for the Project.

 3. {*Limited to the bid following the prequalification*}
- Prequalified eligible bidders may obtain the bidding documents at [*insert amount in Japanese Yen*] from [*insert time*] to [*insert time*] on [*insert day*] [*insert month*], [*insert year*] at the following Consultant's office:
4. Bidding will be conducted through procedures in accordance with the applicable Procurement Guidelines for the Japanese Grants.

 5. Bids must be submitted to the office of [*insert address of appropriate office*] in person on or before [*insert time*] on [*insert date*].

 6. The Technical Bids will be opened at [*insert time and date*] at the office of [*insert address of appropriate office*].

[*Insert name of consultant office*]

[*Insert name of person in charge*]

[*Insert street address*]

[*Insert telephone number, indicate city code*]

[*Insert facsimile or cable number*] [*Insert E-mail address*]

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

The use of JICA's form of Instructions to Bidders set forth in Section I of these Standard Bidding Documents (hereafter referred to as "Standard ITB"), in all Bidding Documents for the works financed by JICA's Grants is encouraged, and they shall be used without modification. Any necessary changes, acceptable to JICA, to address specific country and project issues, shall be introduced only through the Bid Data Sheet.

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

Instruction to Bidders (ITB)

Table of Contents

Chapter 1: General.....	3
1. Description of Project and Scope of Bid	3
2. Japanese Grant Scheme	3
3 Corrupt and Fraudulent Practices	3
4. Eligible Bidders	4
5. Acquaintance with Local Conditions	6
6. Eligible Source Countries.....	7
Chapter 2: Bidding Documents	7
7. Composition of Bidding Documents.....	7
8. Responsibility of Bidders.....	8
9. Clarification of Bidding Documents	8
10. Addenda of Bidding Documents	9
11. Change in structure or formation of Joint Venture.....	9
Chapter 3: Preparation and Submission of Bid.....	10
12. Cost of Bidding.....	10
13. Language of Bid	10
14. Preparation of Bid	10
15. Bid Prices	11
16. Term of Validity of Bid.....	11
17. Submission of Bid	12
18. Interpretation of Bid.....	12
Chapter 4: Opening of Bid.....	12
19. Introduction.....	12
20. Bid Opening Procedures.....	13
Chapter 5: Evaluation of Bid and Award of Contract	14
21. Evaluation of Bid	14
22. Bid price below Minimum Price.....	15
23. Clarification or Alteration of Bid.....	16
24. Process to be Confidential	16

25. Contact with the Client/Buyer.....	16
26. Notification of Award	16
27. Signing of Contract.....	17
28. Performance Security.....	17
Chapter 6: Common Conditions.....	18
29. Safety Procedure	18
30. Quality Assurance	18
31. Protection of the Environment.....	18
32. Unit Price for Major Items and Specified material	18

Chapter 1: General

1. Description of Project and Scope of Bid

- (1) In connection with the Invitation for Bids, {The Client/Buyer(choose applicable one 案件内容に応じ選択すること。以下同様。)}, as specified in the Bid Data Sheet (BDS), takes overall responsibility for implementing the project specified in the BDS (hereinafter referred to as “Project”), with the consulting services by the consultant specified in the BDS (hereinafter referred to as “Consultant”) and issue these Bidding Documents (hereinafter referred to as “Bidding Documents”) for [the procurement of works /equipment)] as specified in the Bidding Documents (hereinafter referred to as “Work”).

Note: Choose or combine construction or procurement. 施設建設、機材調達又はその混合のいずれかを選択すること。

- (2) Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form by mail or facsimile (including sending a PDF file by e-mail unless otherwise stated in the BDS, but excluding mere exchange of e-mail or other electronic messages) 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. Japanese Grant Scheme

- (1) The recipient specified in the BDS (hereinafter referred to as “Recipient”) has received a Japanese Grant from Japan International Cooperation Agency (hereinafter referred to as “JICA”). Since the Project will be implemented with the use of a Japanese Grant, the bidders should be well aware of and conform to the procedures practiced in the Japanese Grant Scheme.
- (2) Disbursement of a Japanese Grant by JICA will be subject, in all respects, to the terms and conditions of the Grant Agreement specified in the BDS, including the disbursement procedures and the applicable Procurement Guidelines for Japanese Grant specified in the BDS. No party other than the Recipient shall derive any rights from the Grant Agreement or have any claim to the grant proceeds.
- (3) The above Grant Agreement will cover only a part of the project cost. As for the remaining portion, {the Client/Buyer} will take appropriate measures for finance.

3 Corrupt and Fraudulent Practices

(1) { (機材案件 Procurement of Equipment) In this clause, “Contractors” is used as a synonym of

“Suppliers.”

Note: Delete this sentence if the Contractor is used for the bidding documents. 入札図書において、Contractor を用いる場合は上記文を削除。}

It is JICA’s policy to require that the Recipient, as well as bidders and contractors, under contracts funded with a Japanese Grant or other Japanese ODA, shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA may:

- (a) reject a proposal for the award of a contract if it determines that the bidder recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question; and
 - (b) recognize a physical or juridical person as ineligible, for a period determined by JICA, to become a party to, to become a subcontractor under, or to be delegated any responsibilities under any contract funded with a Japanese Grant, if JICA, at any time, determines that the person has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with a Japanese Grant or other Japanese ODA.
- (2) When the authorities concerned of the Government of Japan decide to impose against a firm such administrative sanctions as debarment, exclusion of products manufactured, etc., from Japanese governmental procurement, JICA may ask the Recipient to exclude the products manufactured by the sanctioned firm from the procurement under the Japanese Grant, for the period of the sanctions determined by such authorities concerned of the Government of Japan.

4. Eligible Bidders

- (1) A bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the contract in accordance with the contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- (2) A bidder shall not have a conflict of interest. A bidder shall not be employed under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the contract unless the conflict has been resolved in a manner acceptable to JICA.
 - (a) A firm 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. This provision does not apply to the various

firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.

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:

- a) a parent company or a subsidiary defined in the Article 2 of Companies Act of Japan;
 - b) subsidiary companies of the same parent company;
 - c) a firm whose director, officer or executive officer serves as a director, officer or executive officer in the above mentioned firm excluding a firm who is either a reorganization company defined in Article 2, paragraph 7 of Corporate Reorganization Act or a company under rehabilitation proceedings defined in Article 2, item (iv) of Civil Rehabilitation Act;
 - d) a firm whose director serves as a trustee appointed under Article 67, paragraph 1 of Corporate Reorganization Act or under Article 64, paragraph 2 of Civil Rehabilitation Act;
 - e) a sub-consultant, directly retained 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 Recipient's professional personnel, who are directly or indirectly involved in any part of: (i) the preparation of the Bidding Documents for the contract, (ii) the bid evaluation, or (iii) the supervision of such contract, shall be disqualified.
- (c) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and a firm who has capital or personal ties (including similar ones) set forth a) to d) of (2) (a) above with that firm (hereinafter referred to as "Related Firm") shall not be allowed to submit more than one bid, either individually as a bidder or as a member of a JV. A firm (including its Related Firm), may participate in other bids, only in the capacity of a sub-contractor.
- (d) A firm may not involve any individual (whether as employee, contractor or otherwise) in the provision of products or non-consulting services resulting from or directly related to such consulting services who is, has been, or is intended to be assigned (whether by the 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.
- (3) A bidder, and all members constituting the bidder, shall be Japanese nationals. The term Japanese nationals whenever used in the Bidding Documents mean Japanese physical persons or Japanese juridical persons who are controlled by Japanese physical persons. Any firms, who

fall under any of the items of Article 26, paragraph 1 of the Foreign Exchange and Foreign Trade Act (Law No.228 of 1949, Japan), shall not be regarded as being controlled by Japanese physical persons.

- (4) A bidder that has been determined to be ineligible by JICA in accordance with ITB 3, shall not be eligible to be awarded a contract.

{ 施設案件/PQ 実施済み案件 Construction/Following Prequalification }

- (5) This bidding is open only to pre-qualified bidders.

{ 機材案件 Procurement of Equipment }

- (5) Eligible bidders shall be a type of business enterprise specified in the BDS incorporated and registered under the laws of Japan. Joint Ventures among the above-mentioned firm are acceptable.

- (6) A bidder shall provide such evidence of eligibility satisfactory to {the Client/Buyer}, as {the Client/Buyer} shall reasonably request.

- (7) A bidder, or a member constituting a bidder, shall be the one who purchased the Bidding Documents.

5. Acquaintance with Local Conditions

- (1) The bidders are advised to visit and to examine the Project site specified in the BDS and its surroundings and to obtain for themselves, on their own responsibilities and expenses, all information that may be necessary for preparing the bid, if any.
- (2) To the extent which is practicable (taking into account of cost and time), the bidders shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the bid or the Work. To the same extent, the bidders shall be deemed to have inspected and examined the Project site, its surroundings, the above data and other available information, and to have been satisfied before submitting the bid as to all relevant matters, including (without limitation);
- (a) the form and nature of the Project site, including sub-surface conditions,
 - (b) the hydrological and climatic conditions,
 - (c) the extent and nature of the Work and goods necessary for the execution and completion of the Work and remedying of any defects,
 - (d) the laws, procedures and labor practices of the country, and
 - (e) the Supplier's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
- (3) No claim whatsoever shall be made as a result of ignorance of local conditions on the part of the bidders and such ignorance shall be a responsibility of the bidders.

6. Eligible Source Countries

{ 機材案件 Procurement of Equipment }

(1) All the equipment to be supplied under this bidding shall have its origin in any of the eligible source counties specified in the BDS.

Unless otherwise stated above, the origin of the equipment will not be limited to specific country.

(2) The term “origin” means the place where the products 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.

{ 施設案件 Construction }

(1) All the equipment and/or material to be supplied under this bidding shall have its origin in any of the eligible source counties specified in the BDS.

Unless otherwise stated above, the origin of the equipment will not be limited to specific country.

(2) The term “origin” means the place where the products 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.

NOTE: This clause is not applicable for the bid for construction works unless otherwise specified in the BDS.

Chapter 2: Bidding Documents

7. Composition of Bidding Documents

(1) The Bidding Documents are composed of the followings:

{ 施設案件 Construction }

- (a) Instruction to the Bidders (ITB)
- (b) Bid Data Sheet (BDS)
- (c) Form of Contract Agreement
- (d) Particular Conditions of Contract (PCC)
- (e) General Conditions of Contract (GCC)
- (f) Specifications
- (g) Drawings
- (h) Construction Schedule
- (i) Bidding Forms

{ 機材案件 Procurement of Equipment }

- (a) Instruction to the Bidders (ITB)

- (b) Bid Data Sheet (BDS)
- (c) Form of Contract Agreement
- (d) Particular Conditions of Contract (PCC)
- (e) General Conditions of Contract (GCC)
- (f) Specifications
- (g) Drawings (for installation)
- (h) Implementation Schedule
- (i) Bidding Forms

The documents are to be taken as mutually explanatory of one another.

- (2) Photocopies of the Exchange of Notes and the Grant Agreement are attached to the Bidding Documents for reference only. Bidders shall hold them in the strict confidence.

{施設案件 Construction – 機材案件のうち予備的経費対象案件も含む}

Format of price confirmation sheet is also distributed to the bidders for reference.

- (3) 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.

8. Responsibility of Bidders

- (1) Bidders shall examine carefully the Bidding Documents to understand fully the content of the Work including the amounts, and the difficulties and restrictions affecting the execution and completion of the Work.
- (2) Bidders shall be liable to any failure or negligence to obtain reliable and necessary information for successful execution or completion of the Work.

9. Clarification of Bidding Documents

{施設、多数品目・複雑な機材調達、大規模据付を含む機材案件 Construction, Procurement of Equipment with complex or large number of items of equipment, large scale of installation works}

- (1) Any inquiries of the Bidding Documents or any doubts as to interpretation shall be written in designated form and sent to the Consultant on or before the 1st and 2nd date and time of deadline for inquiry as specified in the BDS.
- (2) The Consultant shall respond in writing to the inquiry and/or doubt as to the interpretation stated above. The responses will be sent to all the prospective bidders who purchased the Bidding Documents, including a description of the inquiry but without identifying its source, on or before the 1st and 2nd date and time of deadline of response by {the Client/Buyer} as specified in the BDS.

{その他機材案件 Procurement of Equipment other than complex or large number of items of equipment, large scale of installation works}

- (1) Any inquiries of the Bidding Documents or any doubts as to interpretation shall be written in attached form and sent to the Consultant on or before the date and time of deadline for inquiry as specified in the BDS.
- (2) The Consultant shall respond in writing to the inquiry and/or doubt as to the interpretation stated above. The responses will be made to all prospective bidders who purchased the Bidding Documents on or before the date and time of deadline of response by {the Client/Buyer} as specified in the BDS.

(3) All the prospective bidders shall send the confirmation of the receipt to the Consultant.

(4) The responses shall constitute a part of the Bidding Documents provided in ITB 7 (1).

10. Addenda of Bidding Documents

- (1) At any time prior to the deadline for submission of bids, {the Client/Buyer} may, for any reason, whether at his own initiative or in response to a clarification requested by prospective bidders, amend the Bidding Documents.
- (2) The Consultant will notify the addenda indicating the modification to all prospective bidders in writing on or before the date specified in the BDS.
- (3) The prospective bidders shall send the confirmation of receiving the addenda stated above to the Consultant.
- (4) The addenda shall constitute a part of the Bidding Documents specified in ITB 7 (1).
- (5) To give bidders reasonable time, at least seven (7) days, in which to take an addendum into account in preparing their bids, {the Client/Buyer} may extend the deadline for the submission of the bids, pursuant to ITB 17 (3).

11. Change in structure or formation of Joint Venture

Any change in the structure or formation of a bidder after being prequalified and invited to the bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of {the Client/Buyer} prior to the deadline for submission of bids. Such approval shall be denied if (i) such change has not taken place by the free choice of the firms involved; (ii) as a consequence of the change, the bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; or (iii) in the opinion of {the Client/Buyer}, the change may result in a substantial reduction in competition. Any such change shall be submitted to {the Client/Buyer} by the date and time of deadline for submission as specified in the BDS.

Chapter 3: Preparation and Submission of Bid

12. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, and {the Client/Buyer} shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

13. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and {the Client/Buyer}, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of bid, in which case, for purposes of interpretation of the bid, such translation shall govern.

14. Preparation of Bid

(1) The bid shall be prepared and submitted by filling out the forms and documents provided on the Forms of Bid. Each of the forms shall be completely filled in indelible ink and typewritten or computer printouts. No interlinings, erasures (or crossing out), addition, or alteration may be allowed unless they are signed or initialed by the person signing the bid before submission of the Bid. If the documents submitted by the bidder do not meet the requirements mentioned above, the bidder may be disqualified.

(2) The bidders shall submit the followings:

{ 施設案件 Construction }

(2.1) [Technical Bid (Envelope A)]

- (a) Power of Attorney (duly signed by the legal representative of the bidders);
- (b) Certificate of Signature of the issuer of the said Power of Attorney (authenticated by the Chamber of Commerce and Industry in Japan);
- (c) Letter of Technical Bid;
- (d) Construction Schedule;
- (e) Personnel Dispatch Schedule;
- (f) Safety Plan;
- (g) the Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grant, which shall be signed and dated by the bidder's authorized representative;
- (h) Any other document required in the BDS.

(2.2) [Price Bid (Envelope B)]

- (a) Letter of Price Bid;
- (b) Bid Price Schedule;
- (c) Any other document required in the BDS.

{ 機材案件 Procurement of Equipment }

(2.1)[Technical Bid (Envelope A)]

- (a) Power of Attorney (duly signed by the legal representative of the bidders);
- (b) Certificate of Signature of the issuer of the said Power of Attorney (authenticated by the Chamber of Commerce and Industry in Japan);
- (c) Letter of Technical Bid;
- (d) Implementation Schedule (Installation/Procurement);
- (e) Personnel Dispatch Schedule;
- (f) Specification List for Equipment;
- (g) the Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grant, which shall be signed and dated by the Bidder's authorized representative;
- (h) Any other document required in the BDS.

(2.2) [Price Bid (Envelope B)]

- (a) Letter of Price Bid;
- (b) Bid Price Schedule;
- (c) Price List for Equipment
- (d) Any other document required in the BDS.

15. Bid Prices

- (1) All prices shall be stated in Japanese Yen on the basis of lump sum price.
- (2) Bid price shall be firm and final, and not subject to escalation or variation on any account, unless otherwise specified in the Contract.

16. Term of Validity of Bid

- (1) The bid shall remain valid and irrevocable for a period of sixty (60) days on and after the day of the submission of the bid. A bid valid for a shorter period shall be rejected by {the Client/Buyer} as non-responsive.
- (2) In exceptional circumstances, prior to the expiration of the bid validity period, {the Client/Buyer} may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A bidder may refuse the request, without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid.

17. Submission of Bid

- (1) The bidders shall prepare one (1) original and one (1) copy of their bid. The bidders shall submit the bid in the envelopes that are properly sealed and duly marked as “Envelope A” or “B”, “ORIGINAL” or “COPY”, the name of bidder, and the name of the Project. Therefore, the bidders shall submit two sets (ORIGINAL and COPY) of Envelope A and Envelope B respectively.
- (2) The bid shall be submitted to the address specified in the Invitation for Bids hereof, not later than the closing time for submission of bid specified in the same.
- (3) {The Client/Buyer} may, at its discretion, extend the deadline for the submission of the bids by amending the Bidding Documents in accordance with ITB 10 (1), in which case all rights and obligations of {the Client/Buyer} and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- (4) The bid shall be submitted in person. The bid through other means such as telex, telegraph, facsimile, e-mail or mail shall not be accepted.
- (5) Any bid received after the closing time shall be declared late, rejected and returned unopened.
- (6) Alternative bid shall not be allowed.
- (7) The bidder is neither allowed to modify nor withdraw the bid after the closing time.
- (8) A bidder may withdraw seven (7) days prior to deadline for the submission of bids in writing to the Consultant.

18. Interpretation of Bid

- (1) Should there be any discrepancy between the “ORIGINAL” and the “COPY”, the “ORIGINAL” shall prevail. In case there is a difference between the figures entered in words and in numerals in the bid, the figures entered in words shall prevail.
- (2) Should there be any discrepancy between the Bid Price Schedule and the Bid Price, the Bid Price shall prevail.

Chapter 4: Opening of Bid

19. Introduction

- (1) All bids shall be opened in the presence of {the Client/Buyer}, the Consultant and the bidders. {The Client/Buyer} may be absent from opening the Technical Bid, Envelop A and delegate the authority to the Consultant to conduct it, but shall attend at opening the Price Bid, Envelop B.
- (2) At least one (1) authorized person with Power of Attorney of bidder who submitted the Bidding Documents shall attend the bid opening. Bidder shall not accompany anyone except person who will be permitted to attend in advance by the Consultant.

20. Bid Opening Procedures

- (1) All participants in the bid opening shall register their signatures in an attendant list prepared by {the Client/Buyer} before the bid opening.
- (2) All Technical Bids, shall be opened in accordance with ITB 19 (1).

The Price Bids will remain unopened and will be held in custody of {the Client/Buyer} until the specified time of their opening in accordance with ITB 20 (7).
- (3) Availability of the documents of the Technical Bids required in ITB 14 (2) shall be examined, but the appropriateness of the Bidding Documents will be examined after closing the opening of the Technical Bids in accordance with ITB 21.
- (4) At the end of the evaluation of the Technical Bids, {the Client/Buyer} will invite the bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Consultant.
- (5) {The Client/Buyer} will notify the bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.
- (6) {The Client/Buyer} shall conduct the opening of the Price Bids of all the bidders who submitted substantially responsive Technical Bids, in the presence of bidders' representatives who choose to attend at the address, date and time specified by {the Client/Buyer}. The bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- (7) Price Bids will be opened and the bid price offered by each bidder shall be read aloud and recorded. The bidder who submits the lowest bid price within the ceiling price set forth by {the Client/Buyer} shall be designated as the prioritized negotiator for the contract, unless the lowest bid price is below the minimum price set by {the Client/Buyer}. In the event that the prioritized negotiator is rejected as a result of the evaluation of the Price Bid, {the Client/Buyer} will invite the next lowest bidder to enter into negotiation for the contract. This procedure will be followed until {the Client/Buyer} reaches agreement with a bidder.
- (8) In the event that all bid prices offered exceed the ceiling price, the bidders are requested to submit the prices again immediately after the first bid opening. In this case, bidders shall be requested to submit the Form of Bid only. The Form of bid will be prepared by {the Client/Buyer} and distributed to each bidder before the second bid. The representative of each bidder who attends the bid opening shall, therefore, be duly authorized by his firm or company to submit the Bid for the second offer, as provided in ITB 19 (2).
- (9) In the second bidding, the bidder who submits the lowest bid price within the ceiling price set forth by {the Client/Buyer} shall be designated as the prioritized negotiator for the contract. In

the event that the prioritized negotiator is rejected as a result of the evaluation of the bid, {the Client/Buyer} will invite the next lowest bidder to enter into negotiation for the contract. This procedure will be followed until {the Client/Buyer} reaches agreement with a bidder.

- (10) In case there are two or more bids at the same price within the ceiling price, a prioritized bidder shall be determined by drawing lots.
- (11) If the bid prices in the second bidding are exceeding the ceiling price, the bidder submitting the lowest price on the second bidding may be asked to enter into price negotiation for price reduction within the ceiling price.
- (12) In case the negotiation with the lowest bidder is not successful, {the Client/Buyer} may invite the next lowest bidder to enter into price negotiation. This procedure will be followed until the Client/Buyer reaches agreement with a bidder. When no bidders reach agreement in this procedure, re-bidding may be considered.

Chapter 5: Evaluation of Bid and Award of Contract

21. Evaluation of Bid

- (1) During the evaluation of the 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.
- (2) {The Client/Buyer} will ascertain, examine and evaluate the bids that;
 - (a) computations are free of material errors,
 - (b) the submitted documents are substantially responsive to the Bidding Documents,
 - (c) the required certificates have been provided,
 - (d) documents have been properly signed, and
 - (e) the bids are otherwise generally in order.
- (3) If a bid does not substantially conform to the requirements of the Bidding Documents, or contains inadmissible reservation or otherwise not substantially responsive to the Bidding Documents, it shall be rejected.
- (4) A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) if accepted, would
 - (i) 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/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.
- (5) If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by {the Client/Buyer} and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

22. Bid Price below Minimum Price

(施設案件 Construction)

- (1) If the Bid, which results in the lowest bid price, is below the minimum price set forth by the Client, the Client may reserve the designation of the prioritized negotiator for the contract. In such case, the Client/Buyer may require the bidder to produce detailed price analysis for any or all items of the Price Bid, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.
- (2) After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Client may require any of following actions at the expense of the bidder to the sufficient extent to protect the Client against financial loss in the event of default of the successful bidder under the Contract if JICA deem it appropriate:
- (a) the amount of the performance security may be increased;
 - (b) the period the performance security may be extended to cover the defect notification period at the expense of the bidder to a level sufficient to protect the Client/Buyer against financial loss in the event of default of the successful bidder under the Contract;
 - (c) the liquidated damages or delay damages may be introduced to protect the Client against financial loss for delay of construction works under the contract.

(機材調達案件 Procurement of Equipment)

- (1) If the Bid, which results in the lowest bid price, is below the minimum price set forth by Buyer, the Buyer may reserve the designation of the prioritized negotiator for the contract. In such case, the Buyer may require the bidder to produce the detailed price analysis for any or all items of the Price Bid, to demonstrate the internal consistency of those prices with the installation works methods and schedule proposed.
- (2) After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Buyer may require any of following actions at the expense of the bidder to the sufficient extent to protect the Buyer against financial loss in the event of default of the successful bidder under the Contract if JICA deem it appropriate:

- (a) the amount of the performance security may be increased;
- (b) the period of the performance security may be extended to cover the defect notification period at the expense of the bidder;
- (c) the liquidated damages or delay damages may be introduced to protect the Buyer against financial loss for delay of procurement or installation works under the contract.

NOTE: This clause is not applicable for the bid for procurement of Equipment unless otherwise specified in the BDS.

23. Clarification or Alteration of Bid

- (1) In the examination, evaluation and comparison of the bids, {the Client/Buyer} may, at his discretion, ask any bidder for a clarification of his bid. All responses to the requests for clarification shall be in writing, and no change in the total price or the substance of the bid shall be offered or permitted.
- (2) If a bidder does not provide clarifications of its bid by the date and time set in {the Client/Buyer}'s request for clarification, its bid may be rejected.

24. Process to be Confidential

Information relating to the examination, clarification, and evaluation of bids, and recommendations for the award of the Contract shall not be disclosed to the bidders or any other persons who are not officially concerned with such process until the notification of award defined in ITB 26 (2).

25. Contact with the Client/Buyer

- (1) Except for the clarification of the bid as provided in ITB 23 (1), no bidder shall contact with {the Client/Buyer} on any matter related to the bid, from the time of the bid opening to the time of the Contract awarding.
- (2) Any effort by a bidder to influence {the Client/Buyer}'s processing of bidding or award decisions may result in the disqualification of the bidder.
- (3) Notwithstanding ITB 25 (2), a bidder may contact {the Client/Buyer} in writing, only when a bidder has not been notified the result of the bid fourteen (14) days before the expiry date of the bid validity.

26. Notification of Award

- (1) The bidder whose offer substantially conforms to the Specifications and other conditions of the Bidding Documents, and who offers the lowest price within the ceiling price, shall be designated as the successful bidder.

- (2) After completion of evaluation of the Price Bid, {the Client/Buyer} shall issue a notification of award to the successful bidder within the period of validity of bids stated in ITB 16 (1) hereof in writing. At the same time, {the Client/Buyer} shall also notify all other bidders of the results of the bidding.
- (3) After a contract has been concurred by JICA to be eligible for financing under Japanese Grant, 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) award date and amount of the contract.
- (4) After notification of award, unsuccessful bidders may request {the Client/the Buyer} in writing to have a debriefing seeking explanations on the grounds on which their bids were not selected. {The Client/Buyer} shall promptly respond in writing to any unsuccessful bidder who, after notification of award in accordance with the ITB 26 (2), requests a debriefing.

27. Signing of Contract

- (1) Promptly upon notification by {the Client/Buyer}, {the Client/Buyer} will send the successful bidder the Contract Agreement. The Parties shall enter into the Contract Agreement within fourteen (14) days after the the successful bidder receives the notification of award, unless the BDS establishes otherwise.

(施設案件 Construction)

- (2) The successful bidder shall submit the following documents for examination by the Consultant.
 - Curriculum vitae for main engineer(s) as specified in the BDS
 - Organization Chart
 - Other documents as specified in the BDS

28. Performance Security

- (1) The successful bidder who receives the notification of award shall furnish a performance security in accordance with the Contract within fourteen (14) days after the date of signing of the Contract. The Consultant shall have the custody of the performance security.
- (2) Failure of the successful bidder to submit the above-mentioned performance security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event {the Client/Buyer} may award the Contract to the next lowest bidder whose bid is substantially responsive and is determined by {the Client/Buyer} to be qualified to perform the Contract satisfactorily.

Chapter 6: Common Conditions

29. Safety Procedure

The bidder shall:

- (1) comply with all applicable safety regulations;
- (2) take care for the safety of all persons entitled to be on the Site;
- (3) use reasonable efforts to keep the Site and the Work clear of unnecessary obstruction so as to avoid the danger to these persons.

30. Quality Assurance

- (1) The bidder shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract.
- (2) Compliance with the quality assurance system shall not relieve the bidder of any of his duties, obligations or responsibilities under the Contract.

31. Protection of the Environment

The bidder shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other result of his operations.

(予備的経費対象案件)

32. Unit Price for Major Items and Specified Material

- (1) The unit price of major items specified in the format of price confirmation sheet will be agreed after signing of the Contract for future adjustment of the contract price.
- (2) The unit price of specified material specified in the BDS will be agreed after signing of the Contract for future adjustment of the contract price due to the shift of unit price mentioned above.

Section III. Bid Data Sheet

Notes on Bid Data Sheet

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

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Employer must specify in the BDS only the information that the ITB request be specified in the BDS. All information shall be provided; **no clause shall be left blank.**

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

Bid Data Sheet

Chapter 1: General	
ITB 1(1)	The Client/Buyer is: <i>[insert name of the Client/Buyer]</i>
ITB 1(1)	The name of the Project is: <i>[insert name of the Project]</i>
ITB 1(1)	The name of the Consultant is: <i>[insert name of the Consultant]</i>
ITB 1(2)	<i>[Insert or modify communication means if necessary, otherwise omit.]</i>
ITB 2(1)	The Recipient is: <i>the Government of [insert name of the Recipient Country.]</i>
ITB 2(2)	The signed date of the Grant Agreement is: <i>[insert signed date of the Grant Agreement]</i>
ITB 2(2)	The applicable Procurement Guidelines for the Japanese Grants (Type I) are those published in <i>[insert the year of issuance of the Guidelines specified in the G/A].</i>
ITB 4(5)	Eligible bidders shall be: <i>[insert eligible type of business enterprise (a general civil contractor, trading firm or manufacturer)] .</i>
ITB 5(1)	The Project site is : <i>[insert name of the Project site]</i>
ITB 6(1)	<p>[Procurement] Refer to Table 1 :Eligible Source Countries</p> <p>[Construction] ITB 6 is applicable for the Bid. Refer to Table 1 :Eligible Source Countries</p> <p><i>[Leave the above phrase if applicable, otherwise omit this clause. 施設建設契約において、原産地の指定を行う場合は上記を残し、そうでなければ、本条項自体削除。]</i></p>
Chapter 2: Bidding Documents	
ITB 9(1)	{Construction, Procurement of Equipment with complex or large number of items of equipment, large scale of installation works 施設、多数

	<p>品目・複雑な機材調達、大規模据付を含む機材調達案件}</p> <p>The deadlines for submission of the inquiry are:</p> <p>1st inquiry :</p> <p> Date: <i>[insert day, month, and year]</i></p> <p> Time: <i>[insert time (identify whether a.m. or p.m., e.g. 10:30 a.m).]</i></p> <p>2nd inquiry</p> <p> Date: <i>[insert day, month, and year]</i></p> <p> Time: <i>[insert time (identify whether a.m. or p.m., e.g. 10:30 a.m.)]</i></p> <p><i>[The deadline of 2nd inquiry shall be no later than fourteen (14) days prior to the deadline for submission of Bids]</i></p> <p>{Procurement of equipment other than complex or large number of items of equipment. large scale of installation works その他機材案件}</p> <p>The deadline for submission of the inquiry is:</p> <p> Date: <i>[insert day, month, and year]</i></p> <p> Time: <i>[insert time (identify if a.m. or p.m., e.g. 10:30 a.m.)]</i></p> <p><i>[The date shall be no later than fourteen (14) days prior to the deadline for submission of Bids]</i></p> <p>For <u>clarification purposes</u> only, the Consultant’s address is as specified in the Invitation for Bids.</p>
<p>ITB 9(2)</p>	<p>{Construction, Procurement of Equipment with complex or large number of items of equipment, large scale of installation works 施設、多数品目・複雑な機材調達、大規模据付を伴う機材調達案件}</p> <p>The deadlines for response to the inquiry are:</p> <p>1st response :</p> <p> Date: <i>[insert day, month, and year]</i></p> <p> Time: <i>[insert time (identify if a.m. or p.m., e.g. 10:30 a.m.)]</i></p> <p>2nd response:</p> <p> Date: <i>[insert day, month, and year]</i></p> <p> Time: <i>[insert time (identify if a.m. or p.m., e.g. 10:30 a.m.)]</i></p> <p><i>[The date of 2nd response shall be no later than fourteen (14) days prior to the deadline for submission of Bids]</i></p>

	<p>{Procurement of equipment other than complex or large number of items of equipment. large scale of installation works その他機材案件}</p> <p>The deadline for response to the inquiry is:</p> <p>Date: <i>[insert day, month, and year]</i></p> <p>Time: <i>[insert time (identify if a.m. or p.m., e.g. 10:30 a.m.)]</i></p> <p><i>[The date shall be no later than fourteen (14) days prior to the deadline for submission of Bids]</i></p>
ITB 10(2)	<p>The deadline for notifying the addenda is:</p> <p>Date: <i>[insert day, month, and year]</i></p> <p>Time: <i>[insert time (identify if a.m. or p.m., e.g. 10:30 a.m.)]</i></p> <p><i>[The date for notifying the addenda shall be no later than fourteen (14) days prior to the deadline for submission of Bids]</i></p>
ITB 11	<p>The deadline for submitting the change in the structure or formation of Joint Venture is:</p> <p>Date: <i>[insert day, month, and year]</i></p> <p>Time: <i>[insert time (identify if a.m. or p.m., e.g. 10:30 a.m.)]</i></p> <p><i>[The date for submitting the change shall be not later than fourteen (14) days after the date of the Invitation for Bids]</i></p>
Chapter 3: Preparation and Submission of Bids	
ITB 13	<p>The language of the Bid is: <i>[insert one of the following: English, Spanish or French.]</i></p>
ITB 14.(2.1) (h)	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <p><i>[List any additional document not already listed in ITB 3.(2) in Chapter 3 that must be submitted with the Technical Bid.]</i></p>
ITB 14.(2.2) (c)	<p>The Bidder shall submit with its Price Bid the following additional documents:</p> <p><i>[List any additional document not already listed in ITB 3.(2) in Chapter 3 that must be submitted with the Price Bid.]</i></p>

Chapter 5: Evaluation of Bid and Award of Contract	
ITB 22	[Procurement of Equipment] ITB 22 is applicable for the Bid. <i>[Leave this phrase if applicable, otherwise omit.]</i>
ITB 27(1)	The Parties shall enter into a contract agreement within xx days after the successful bidder receives the Notification of Award.
ITB 27(2)	The main engineer(s) is : <i>[insert name of the main engineer(s)]</i>
ITB 32 (2)	Specified Material(s) is (are) : <i>[insert name of the specified materials]</i> <i>[Leave this phrase if applicable, otherwise omit.]</i>

Table 1: Eligible Source Countries

No.	name of equipment	eligible source countries

NOTE: “No.” of equipment shall be the same as the Specification List for Equipment.

Section IV. Bidding Forms

Notes on Bidding Forms

The Client shall include in the Bidding Documents all Bidding Forms that the Bidder shall fill out and include in its Bid.

JICA prepare the Letter of Bid and Acknowledgement of Compliance with Procurement Guidelines for the Japanese Grants (Type I) for the works financed by JICA's Grants and they shall be used without modification.

Letter of Technical Bid

Date: *[insert date of Bid submission]*

To: *[insert full name of Client/Buyer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders (ITB 10). *[Insert the number and issuing date of each addendum]*;
- (b) We, including subcontractors meet the eligibility requirements in accordance with ITB 4;
- (c) We, including subcontractors have no conflict of interest in accordance with ITB 4 (2);
- (d) We offer to execute the works in conformity with the Bidding Documents.
- (e) Our Bid shall be valid for a period of sixty (60) 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) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4(2)(c) ; and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder**[insert complete name of person signing the Bid]*

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

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

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

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

*: In the case of the Bid submitted by 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.

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

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

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

*: In the case of the Bid submitted by 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.

Acknowledgement of Compliance with Procurement Guidelines for Japanese Grants (Type I)

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture (“JV”)]* (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with the 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 the Japanese Grants (Type I) (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 the 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 consultation desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department
URL: <https://www2.jica.go.jp/en/odainfo/index.php>
Tel: +81 (0)3 5226 8850

(2) JICA XX office
Tel:

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder’s responsibilities, obligations or rights, under relevant

laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- 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
[name of signatory; title]

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

Date: