**GOODS**

**Standard**

**Bidding Document**

**under Japanese ODA Grants**

PROCUREMENT OF GOODS



*Japan International Cooperation Agency*

*(JICA)*

*September 2025*

**入札公告**

*（国名）*国*（実施機関名）*は、日本の無償資金協力による「*（案件名）*」の入札を公示します。*（調達する物品の内容を一言で表す。）*を調達するもので、詳細は以下のとおりです。

**Invitation for Bids**

Date: *[insert date of issuance of Invitation for Bid]*

Purchaser: *[insert name of Purchaser]*

Country: *[insert country of Purchaser]*

Project Name: *[insert name of Project]*

Contract Name: *[insert name of Contract]*

1. The Government of *[insert name of Country]* has received a grant from the Japan International Cooperation Agency (JICA) towards the cost of the Project above and intends to apply part of the grant towards payments under the Contract above.

2. The Purchaser above now invites sealed Bids from eligible Bidders for the procurement of *[insert brief description of the goods]*.

3. Bidding will be conducted through procedures in accordance with the applicable Procurement Guidelines for the Japanese Grants, and is open to Bidders who meet the qualifications defined in the Bidding Document.

4. Interested Bidders may obtain further information from and inspect the Bidding Documents during office hours at:

*[insert name of the Consultant]*

*Address: [insert mailing address of the Consultant]*

*Office hours: [insert office hours]*

*Contact person: [insert name of person in charge]*

*Telephone: [insert telephone number]*

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

5. The Bidding Document may be purchased by interested Bidders on the submission of a written application to the address above, and upon payment of JPY *[insert amount]*.

6. Bids must be delivered to the address above on or before *[insert time]* on *[insert date]*.

7. Bids will be opened in the presence of Bidders’ representatives who choose to attend at the offices as specified in the Bidding Document.

**BIDDING DOCUMENT**

**for**

**Procurement of**

***[insert name of the Goods]***

**Purchaser :** *[insert name of Purchaser]*

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

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

**Contract :** *[insert name of Contract]*

*(month 20##)*

*(name of the Consultant)*

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PART 1 - Bidding Procedures

**Section II. Bid Data Sheet (BDS)**

|  |  |
| --- | --- |
| **A. General** | |
| ITB 1.1 | The Purchaser is: *[insert name of Purchaser]*.  The Consultant is: *[insert name of Consultant]*.  The name of the Project is: *[insert name of Project]*.  The name of the Contract is: *[insert name of Contract]*.  *The multiple lots of the Project for which the Bids are being invited are as indicated in the table below:*   |  |  | | --- | --- | | *Lot Number* | *Contract Name* | |  |  | |  |  | |  |  | |
| ITB 2.1 | The Recipient is: *[insert name of the Recipient and statement of relationship with the Purchaser and insert “the words “the Recipient” in this Bidding Document shall include “the Purchaser””, if different from the Recipient]*.  The Grant Agreement for the Project was signed by JICA and the Recipient on the date of *[insert date]* for the amount of *[insert amount]* Japanese Yen. |
| ITB 2.2 | The applicable Guidelines for Procurement under Japanese ODA Grant is: *[insert name of guideline]*. |
| ITB 5.1 | The list of the Goods for which their “country of origin” is limited shall be as follows;   |  |  |  | | --- | --- | --- | |  | Name of goods | Country of Origin | | 1. |  |  | | 2. |  |  | | 3. |  |  | | 4. |  |  | | 5. |  |  | | 6. |  |  | |
| ITB 6.4 | Refer to the attachment of this BDS. |
| **B. Contents of Bidding Document** | |
| ITB 7.1 | For **clarification purposes** only, the Consultant’s address is:  Attention: *[insert full name of person, if applicable]*  Mailing Address: *[insert mailing address]*  E-mail: *[insert email address(es)]*  The deadline for submission of the clarification shall be: *[insert time, day, month, and year]*.  The response to the clarification shall be forwarded on or before: *[insert time, day, month, and year]*. |
| **C. Preparation of Bids** | |
| ITB 10.1 | The language of the Bid is: *[insert one of the following: English, Spanish or French]*. |
| ITB 11.2  (g) | The Bidder shall submit the following additional documents in its Technical Bid:  *[example]*  *- Certificate of Signature of the issuer (all issuers in the case of JV) of the Power of Attorney (authenticated by the Chamber of Commerce and Industry in Japan)* |
| ITB 11.3  (c) | The Bidder shall submit the following additional documents in its Price Bid: *[List any additional document.]* |
| ITB 14. 2  (a), (b) | “Final destination (Project Site)” is: *[insert name of location of the final destination].* |
| ITB 16.4 | The Goods listed below require a list giving full particulars, including available sources, required quantities and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified below.   |  |  | | --- | --- | |  | Name of goods | | 1. |  | | 2. |  | | 3. |  | | 4. |  | | 5. |  | |
| ITB 16.5 | The Goods listed below require Form MAN.   |  |  | | --- | --- | |  | Name of goods | | 1. |  | | 2. |  | | 3. |  | |
| ITB 16.6 | All Goods and the Related Services shall be delivered within *[ex. two hundred eighty (280)]* days after the signing date of the Contract.  All Goods supplied from abroad shall be shipped within *[ex. one hundred sixty (160)]* days after the signing date of the Contract. |
| ITB 16.7 | The Bidder is *[insert “required” or “not required”]* to be represented by an agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations. |
| **D. Submission and Opening of Bids** | |
| ITB 22.1 | For **Bid submission purposes** only, the Consultant’s address is:  Attention: *[insert full name of person, if applicable]*  Mailing Address: *[insert mailing address]*  **The deadline for Bid submission is:**  Date: *[insert day, month, and year, e.g., 15 June 2018]*  Time: *[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]* |
| ITB 25.1 | **The Technical Bid opening shall take place at:**  Place: *[insert place and address]*  Date: *[insert day, month, and year, e.g., 15 June 2025]*  Time: *[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]* |
| ITB 32.1 (b) | ***[Option 1]***  No additional evaluation factors shall be considered in the evaluation.  ***[Option 2]***  Following additional evaluation factors shall be considered in the evaluation. The criteria and methodologies for evaluation shall be specified in **Section III, Evaluation and Qualification Criteria**.   * ######### * ########## * ################## |
| **Additional Clauses** | |
|  |  |
|  |  |

Attachment for Reference concerning ITB 6.4 and ITB 14.5:

* The Exchange of Notes (E/N) of the Project (copy)
* The Grant Agreement (G/A) of the Project (copy)
* The Note Verbale with reference to sub-paragraph 6. (1) (a) of the E/N (copy)

**Section III. Evaluation and Qualification Criteria**

**1. Evaluation of Technical Bid**

Determination of the substantial responsiveness of the Bid may include, among other things, factors, that may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services.

**2. Qualification of the Bidders**

**2.1. Eligibility**

(1) Nationality

The Bidder, or each member of JV in the case of JV, shall be a Japanese national controlled by Japanese physical persons, as described in ITB 4.3.

(2) Conflict of Interest

The Bidder, or each member of JV in the case of JV, shall have no conflict of interest, as described in ITB 4.2.

(3) JICA Ineligibility

The Bidder, or each member of JV (in case of JV), shall not have been declared ineligible by JICA, as described in ITB 4.4.

(4) JV members

In the case of JV, the member of JV shall not exceed three.

**2.2. Financial Situation**

The financial statements for the last two (2) 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, the Bidder’s net worth, calculated as the difference between total assets and total liabilities, should be positive.

The Bidders who have applied for the commencement of the reorganization procedures as defined in Article 17 of the Corporation Reorganization Act (Kaisha-Kosei-Ho, Law No. 154 of 2002, Japan) or the rehabilitation procedures as defined in Article 21 of the Civil Rehabilitation Act (Minji-Saisei-Ho, Law No. 225 of 1999, Japan) but have not received the decision on the commencement of the above-mentioned procedures of the said Act are excluded from the bidding.

This requirement shall also apply to all JV members in the case of JV.

**2.3. Specific Experience**

The Bidder shall have a minimum number of *[insert number of contracts]* similar contracts, each of minimum supply and/or production capacity of *[insert minimum capacity]* that have been satisfactorily completed as a prime supplier (single entity or JV member) between 1st January *[insert year]* and Bid submission deadline.

The similarity of the contracts shall be based on the following: *[Based on Section VI, Schedule of Requirements, specify the minimum key requirements in terms of physical size, quality standards and/or other characteristics]*

**3. Additional Evaluation Factors**

No additional evaluation factors suggested in ITB 32.1(b), shall be considered in evaluating a Price Bid.

or

In addition to the criteria listed in ITB 32.1 (a), the following criteria shall apply as additional evaluation factors.

***For Reference***

*The Purchaser’s evaluation of a Bid shall take into account, in addition to the Bid Price quoted in accordance with ITB 14, the following factors, which may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services, as specified in ITB 32.1(b), using the following criteria and methodologies.*

*3.1. Delivery schedule*

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

*3.2. Cost of major replacement components, mandatory spare parts, and service*

*A list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the ITB 16.3, shall be submitted by the Bidder in accordance with ITB 16.3. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be made to the Bid Price, for evaluation purposes only.*

*or*

*The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the ITB 16.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid Price, for evaluation purposes only.*

*3.3. Availability in the Purchaser’s country of spare parts and after sales services for Goods offered in the Bid.*

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

*3.4. Projected operation and maintenance costs*

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

*3.5. Performance and productivity of the equipment*

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

*or*

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

**Section IV. Bidding Forms**

**Letter of Technical Bid** *(ITB Clause 12)*

**Letter of Price Bid** *(ITB Clause 12)*

**Bid Price Schedules** *(ITB Sub-Clause 14.3)*

Schedule-1: Goods Supplied from Abroad

Schedule-2: Goods Supplied from within the Purchaser’s Country

Schedule-3: Related Services

**Form MAN: Manufacturer’s Authorization** *(ITB Sub-Clause 16.5)*

**Implementation Schedule** *(ITB Sub-Clause 16.6)*

**Bidder’s Qualifications** *(ITB Clause 17)*

Form ELI-1: Bidder Information Form

Form ELI-2: JV Member Information Form

Form FIN: Financial Situation

Form EXP: Specific Experience

**Form ACK: Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Grant**

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

Letter of Technical Bid

Date: [*insert date of Bid submission*]

Project: [*insert name of Project*]

Contract name: [*insert name of Contract*]

To: [*insert full name of Purchaser*]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8: [*insert the number and issuing date of each addendum*];

(b) We meet the eligibility requirements in accordance with ITB 4 and ITB 5;

(c) We have no conflict of interest in accordance with ITB 4;

(d) We offer to execute in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following Goods and Related Services: *[insert a brief description of the Goods and Related Services]*;

(e) 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 Document, 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);

(g) We understand that you are not bound to accept the lowest evaluated Bid or any other bid that you may receive; and

(h) We, hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud or corruption.

Name of the Bidder[[1]](#footnote-1): *[insert name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder[[2]](#footnote-2): *[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]*

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

Letter of Price Bid

Date: [*insert date of Bid submission*]

Project: [*insert name of Project*]

Contract name: [*insert name of Contract*]

To: [*insert full name of Purchaser*]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8: *[insert the number and issuing date of each addendum]*;

(b) We offer to execute in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following Goods and Related Services: *[insert a brief description of the Goods and Related Services]*;

(c) The total price of our Bid is:

*[In case of only one lot, insert the total price of the Bid in words and figures]*

*[In case of multiple lots, insert:*

*(i) the total price of each lot; and*

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

*in words and figures]*

(d) Our Bid shall be valid for a period ofsixty (60) days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period; and

(e) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder[[3]](#footnote-3): *[insert name of the Bidder]*

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

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

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

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

Bid Price Schedule

Schedule-1: Goods Supplied from Abroad (outside the Purchaser’s Country)

Purchaser’s country: Page No. of

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Item  No. | Description of Goods | Country of Origin | Quantity and physical unit | Unit price  EXW | Unit price[[4]](#footnote-4) | Price per line item  (Col. 4\*6) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  | **Total Price** |  |

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

*[signature of person signing the Bid]*

Signature of Bidder

Date: *[insert date]*

Schedule-2: Goods Supplied from within the Purchaser’s Country

Purchaser’s country: Page No. of

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Item  No. | Description of Goods | Quantity and physical unit | Unit price  EXW | EXW Price per line item  (Col. 3\*4) | Price for transportation[[5]](#footnote-5) | Total Price per line item  (Col. 5+6) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  | **Total Price** |  |

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

*[signature of person signing the Bid]*

Signature of Bidder

Date: *[insert date]*

Schedule-3: Related Services

Page No. of

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | 2 | 4 | 5 | 6 |
| Item  No. | Description of Services\* | Quantity and physical unit | Unit price | Total Price per Service |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
|  |  |  | **Total Price** |  |

*\* These services exclude inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination.*

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

*[signature of person signing the Bid]*

Signature of Bidder

Date: *[insert date]*

**Implementation Schedule** *(example)*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | **2025** | | | **2026** | | | | | | | | | | | | **2027** | | |
| Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar |
| **Execution of Contract** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Site Survey** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **The Goods from Abroad** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Manufacturing |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Pre-shipment Inspection |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Shipping |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Unloading at \*\*\*\*\*\*\*\* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Custom Clearance |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Delivery at the Project Site |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **The Goods from within ######** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Purchasing |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Delivery at the Project Site |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **The Related Services** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Installation Works |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Inspection and Test |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Operation and Maintenance Training |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Handing-Over** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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

*[signature of person signing the Bid]*

Signature of Bidder

Date: *[insert date]*

Form MAN: Manufacturer’s Authorization

*[This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer.]*

*[Alteration of the text of this form will be acceptable in the case that the original text is not acceptable because of the policy of the manufacturers. In such a case, the Bidder shall submit an altered Form MAN acceptable to the manufacturers. The Consultant will clarify in case the altered Form MAN seems to be insufficient.]*

Date: *[insert date of Bid Submission]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

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

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

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

Bidders Qualification

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

Form ELI-1: Bidder Information Form

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

[*Bidders shall provide the following information.*]

|  |
| --- |
| Bidder's legal name: |
| In case of a JV, legal name of the representative member and of each member:  *[insert full name of each member in the JV and specify the representative member.]* |
| Bidder's legal address in Japan: |
| Bidder's authorized representative  Name :  Address :  Telephone number :  E-mail address : |
| Bidder's year of incorporation: *[insert month and year]* |

*#) Included are the organizational chart, a list of Board of Directors. Chart and list in the Japanese language without translation are acceptable.*

Form ELI-2: JV Member 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 other than the representative member, if the Bidder is a JV.*]

|  |
| --- |
| Bidder's legal name: |
| JV Member’s legal name: *[insert full name of JV member]* |
| JV Member’s legal address in Japan: |
| JV Member’s authorized representative  Name :  Title :  Telephone number :  E-mail address : |
| JV Member’s year of incorporation: *[insert month and year]* |

*#) Included are the organizational chart, a list of Board of Directors. Chart and list in the Japanese language without translation are acceptable.*

Form FIN: Financial Situation

[*The following table shall be filled in for the Bidder, and for each JV member, explicating “JV Member’s Legal Name”, if the Bidder is a JV. The documents listed/stated as required shall be submitted as attachments hereto.*]

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

Bidder’s Legal Name: *[insert full name]*

JV Member’s Legal Name: *[insert full name]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Type of Financial Information** | **Historic information for the previous 5 years**  (amount in million Japanese Yen) | | | | |
|  | ***Year 1*** | ***Year 2*** | ***Year 3*** | ***Year 4*** | ***Year 5*** |
| **Information from Balance Sheet** | | | | | |
| Total Assets |  |  |  |  |  |
| Total Liabilities |  |  |  |  |  |
| Net Worth |  |  |  |  |  |
| Current Assets |  |  |  |  |  |
| Current Liabilities |  |  |  |  |  |
| Working Capital |  |  |  |  |  |
| **Information from Income Statement** | | | | | |
| Total Revenue |  |  |  |  |  |
| Gross Profit |  |  |  |  |  |
| Operating Profit |  |  |  |  |  |
| Ordinary Profit |  |  |  |  |  |
| Profits Before Taxes |  |  |  |  |  |
| Profits After Taxes |  |  |  |  |  |
| **Information from Cash Flow Statement** | | | | | |
| Cash Flow from Operating Activities |  |  |  |  |  |

*The Bidder, or all members of JV in the case of JV, shall provide copies of the financial statements of Balance Sheet and Income Statement for the last two (2) fiscal years. Statements written in the Japanese language without translation are acceptable.*

*The financial statements shall:*

*(a) reflect the financial situation of the legal entity(ies) comprising the Bidder, and not of the affiliated entities (such as parent company(ies), group companies or subsidiaries) of the Bidder unless they are members of the Bidder under a JV;*

*(b) be independently audited or certified in accordance with local legislation;*

*(c) be complete, including all notes to the financial statements; and*

*(d) correspond to accounting periods already completed and audited.*

Form EXP: Specific Experience

[*The following table shall be filled in for the Bidder, and for each JV member, explicating “JV Member’s Legal Name”, if the Bidder is a JV.*]

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

Bidder’s Legal Name: *[insert full name]*

JV Member’s Legal Name: *[insert full name]*

*[The Bidder shall identify contracts that demonstrate continuous experience pursuant to Section III, Evaluation and Qualification Criteria, 1.3. and list contracts chronologically, according to their commencement (starting) dates.]*

|  |  |  |
| --- | --- | --- |
| **Specific Experience** | | |
| Starting Year | Ending Year | Contract Identification |
|  |  | Contract name:  Brief description of the contract performed by the Bidder: *[describe contract performed briefly]*  Amount of contract\*:  Name of Purchaser:  Address:  Country: |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

*\* indicate in Japanese Yen.*

Form ACK:

Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Grants

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

* + 1. 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; and
    2. the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

B) I certify, on behalf of the Bidder, that if selected to undertake works and services in connection with the Contract, the Bidder shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.

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 act or practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of procurement such as negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA’s information desk on fraud and corruption

JICA Headquarters: Legal Affairs Division, General Affairs Department

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

Tel: +81 (0)3 5226 8850

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

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 Purchaser and any sanctions imposed by or actions taken by JICA.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Authorized Signatory**

[*insert name of signatory; title*]

**For and on behalf of**

[*insert name of the Bidder*]

Date: [*insert date*]

PART 2 - Supply Requirements

**Section V. Schedule of Requirements**

Table of Contents

General Requirements

Technical Specification Sheets for the Goods

Terms of Reference for the Related Services

Drawings

Technical Specification Sheets

ITEM NO.:

|  |  |  |  |
| --- | --- | --- | --- |
| DESCRIPTION |  | QUANTITY: |  |
| **PURCHASER’S SPECIFICATIONS** | | | | **BIDDER’S PROPOSAL** |
| PURPOSE OF USE | | | | **Manufacturer:**  **Model Name and Number:**  **Catalogue Number:** |
|  | | | |
| COMPONENT | | | | COMPONENT |
|  | | | |  |
| SPECIFICATION | | | | SPECIFICATION |
|  | | | |  |
| SPARE PARTS | | | | SPARE PARTS |
|  | | | |  |
| CONSUMABLE | | | | CONSUMABLE |
|  | | | |  |
| OTHERS | | | | OTHERS |
|  | | | |  |

PART 3 - Contract Forms

**Section VI. Conditions of Contract**

**and Contract Forms**

**Table of Contents**

**Letter of Acceptance**

**Contract Agreement**

**General Conditions (GC)**

**Particular Conditions (PC)**

**Part A - Contract Data (CD)**

**Part B - Payment Schedule (PS)**

***[Insert letterhead paper of the Purchaser.]***

Letter of Acceptance

Date: [*insert date of Bid submission*]

Project: [*insert name of Project*]

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

This is to notify you that your Bid dated [*insert date*] for execution of the [*insert name of the Contract, as given in the BDS*] for the accepted Contract Amount of [*insert amount in words and figures in Japanese Yen*], is hereby accepted by [*insert name of the Purchaser*].

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract.

Authorized Signature :

Name and Title of Signatory :

Name of Agency :

Attachment (if any): Memoranda

**Contract Agreement**

**THIS CONTRACT AGREEMENT**, made and entered into this *[insert day]* day of *[insert month]*, *[insert year]*, by and between *[insert name of the Purchaser]*, *[insert formal name of the recipient country]* (hereinafter referred to as **“the Purchaser”**), of the one part, and *[insert name of the Supplier]*[[6]](#footnote-6)(hereinafter referred to as **“the Supplier”**), of the other part,

**WITNESSETH:**

**WHEREAS**, the Japan International Cooperation Agency (hereinafter referred to as **“JICA”**) extends a grant to the Government of *[insert name of the recipient country]* on the bases of the Grant Agreement signed on the *[insert day]* 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”**); and

**WHEREAS**, the Purchaser, as a competent authority for the Project, desires that the Goods and Related Services for the Projectshould be provided by the Supplier, and has accepted a bid by the Supplier for the provision of the Goods and Related Services for the Project and the remedying of any defects therein.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained, the Purchaser and the Supplier agree as follows:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions documents referred to.
2. The following documents shall be deemed to from and be read and construed as part of this Contract Agreement.
3. Letter of Acceptance
4. Letter of Bid
5. Particular Conditions

Part A - Contract Data

Part B - Payment Schedule

(d) General Conditions

(e) Schedule of Requirements[[7]](#footnote-7)

- General Requirements

- Technical Specification Sheets for the Goods

- Terms of Reference for the Related Services

- Drawings

*(f) Any other documents consist this Contract Agreement*

*- [Any other document(s) shall be added here]*

1. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
2. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Contract Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy any defects in conformity with all the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price of *[insert amount in words and figures]* Japanese Yen or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract Agreement to be executed on the date first above written.

|  |  |
| --- | --- |
| The Purchaser  ***[Signature]***  *[name of the signer]*  *[title of the signer]*  *[name of the Purchaser]*  *[name of the recipient country]* | The Supplier  ***[Signature]***  *[name of the signer]*  *[title of the signer]*  *[name of the Supplier]* |

**Particular Conditions (PC)**

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

**Part A – Contract Data (CD)**

|  |  |
| --- | --- |
| GC 1.1 (a) | The Consultant is *[insert Consultant’s name]*. |
| GC 5.1 | The language of the Contract is *[insert one of the following: “English”, “Spanish” or “French”]*. |
| GC 7.1 | For notices;   1. The Purchaser’s address shall be: *[insert Purchaser’s address]*. 2. The Supplier’s address shall be: *[insert Supplier’s address]*. 3. The Consultant’s address shall be: *[insert Consultant’s address]*. |
| GC 8.1 | None; or  The law that governs the Contract is the law of *[insert name of country]*. |
| GC 12.1 | All the Goods and the Related Services shall be delivered and completed within *[ex. two hundred eighty (280)]* days after the signing date of the Contract.  **[Option 1]**  The Goods listed below, that are not covered by or related to the Related Services, shall be shipped, in case of supplied from abroad, or delivered, in case of supplied from within the Purchaser’s country, within *[ex. one hundred sixty (160)]* days after the signing date of the Contract.   * ######## * ##########   **[Option 2]**  The Related Services listed below shall be completed within *[ex. forty five (45)]* days after receipt of the related Goods at the Final Destination and completion of site preparation for installation of the related Goods by the Purchaser.   * ######## * #############   **[Option 3]**  Any Goods shall not be delivered to the Final Destination before *[month, year]*, or amended date which may be instructed by the Purchaser, because of the construction schedule of the buildings in which the Goods shall be installed. |
| GC 15.1 | The amount of the Performance Security shall be *[insert amount]* Japanese Yen. |
| GC 21.1 | Incoterms DPU, defined by the Incoterms 2020 rule, shall be applied to the Goods supplied from abroad. |
| GC 1.1 (c)  GC 21.1 | The Final Destination(s) is/are: *[Insert name(s) and detailed information on the location(s) of the site(s)]*. |
| GC 23.2 | **[Example]**  Partial payment shall be acceptable.  The Purchaser shall be responsible for the cost of the pre-shipment inspections in accordance with GC Sub-Clause 26.8 up to *[ex. three (3) times]*. If the number of pre-shipment inspections exceeds *[ex. three (3) times]* due to partial shipments of the Goods or a failure to pass pre-shipment inspections, the Supplier shall bear all costs for extra pre-shipment inspections. |
| GC 28.3 | [Example 1]  None  [Example 2]  The warranty shall remain valid for twelve (12) months after the Related Service concerned have been complete, for the Goods listed hereunder; |
| (additional)  GC 31.3 | The following GC Sub-Clause shall be added to GC Clause 31.  31.3 If the extension of time by the Consultant in accordance with GC Sub-Clause 31.1 requires the concurrence of JICA, the Purchaser shall, with the support of the Consultant, obtain the concurrence of JICA. |
| **Additional Clause***【医療機材案件で「保守契約」を含む場合】* | |
| (additional)  GC 1.1 (g) | At the end of the sentence of GC Sub-Clause 1.1 (g), the following sentence shall be added;  “**Related Service**” shall include the maintenance service for the following equipment to be rendered by the Supplier after the completion of the Related Services for a period of *[three]* years (hereinafter referred to as the “**Maintenance Services**”).  -  - |
| GC 25.1 | Insert “, excluding the Maintenance Services,” after both of “the Related Services” in GC Sub-Clause 25.1. |
| GC 28.3  GC 28.5 | Insert “, excluding the Maintenance Services,” after “the Related Services” in GC Sub-Clause 28.3 and 28.5. |
| GC 32.1 | Insert “, excluding the Maintenance Services,” after “the Related Services” in GC Sub-Clause 32.1. |

**Part B - Payment Schedule (PS)**

*(Option A)*

|  |  |  |
| --- | --- | --- |
| **Terms of Payment** | **Amount of Payment** | **Required Documents for Payment** |
| **For the Delivery of the Goods** | | |
| Payment upon Shipment | \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000) | - Transport Documents\*1  - Signed Commercial Invoice in triplicate  - Packing List in triplicate  - Insurance Policy in duplicate  - A photocopy of Report of Pre-shipment Inspection issued by the Consultant |
| Payment upon Delivery | \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000) | - Signed Commercial Invoice in triplicate  - A photocopy of the Receipt of the Goods issued by the Purchaser |
| **For the Completion of the Related Services** | | |
| *Payment for the installation works* | The Amount of Payment shall be up to:  \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000) | - A photocopy of the Certificate of Completion for the installation works issued by the Consultant and approved by the Purchaser |
| *Payment for the operation training* | The Amount of Payment shall be up to:  \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000) | - A photocopy of the Certificate of Completion for the operation training issued by the Consultant and approved by the Purchaser  *\*) The Amount of Payment shall be deducted if “Clause 25. Liquidated Damages” applied. The Certificate of Completion for the operation training issued by the Consultant shall indicate the amount of the final payment with deducted amount as a liquidated damage (if any).* |

The following documents are acceptable as the transport documents required for payment, under the condition that such documents cover all the transport for the delivery of the Goods concerned. Stale bill of lading is also acceptable as the required documents for shipment.

- Clean On Board Ocean Bill of Lading, on which “Freight Prepaid” is described in full set;

- Air Waybill;

- Multimodal Transport Bill of Lading;

- Rail Transport Documents;

- Charter Party Bill of Lading; and

- Truck Transport Document.

If the Supplier will send one (1) original bill of lading directly to the Purchaser, the requirement of Transport Documents shall be;

a) Full set less one (1) bill of lading; and

b) Supplier’s certificate stating that one (1) original bill of lading has been directly sent to the Purchaser.

In the case of delivery only by Truck Transport, the receipt of the Goods concerned issued by the Purchaser shall be attached.

**Part B - Payment Schedule (PS)**

*(Option B)*

|  |  |  |
| --- | --- | --- |
| **Terms of Payment** | **Amount of Payment** | **Required Documents for Payment** |
| **For the Goods supplied from abroad**  ***Limitation of the Payment Schedule:*** *With regard to \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen out of the following amounts, the request(s) for payment shall be accepted only after 1st of April, 2026.* | | |
| Payment upon Shipment | \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000)  corresponding to ninety percent (90%) of the price of the Goods | - Signed Commercial Invoice in one original  - A photocopy of the Report of Pre-shipment Inspection issued by the Consultant |
| Payment upon Delivery | \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000)  corresponding to ten percent (10%) of the price of the Goods | - Signed Commercial Invoice in one original  - A photocopy of the Receipt of the Goods issued by the Purchaser |
| **For the Goods supplied from within the Purchaser’s Country**  ***Limitation of the Payment Schedule:*** *The request(s) for payment of the amount hereunder shall be accepted only after 1st of April, 2026.* | | |
| Payment upon Delivery | \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000)  corresponding to one hundred percent (100%) of the price of the Goods | - Signed Commercial Invoice in one original  - A photocopy of the Receipt of the Goods issued by the Purchaser |

|  |  |  |
| --- | --- | --- |
| **For the Related Services excluding the Maintenance Services**  ***Limitation of the Payment Schedule: The request(s) for payment of the amount hereunder shall be accepted only after 1st of April, 2026.*** | | |
| Payment for the Related Services | The Amount of Payment shall be up to:  \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000)  corresponding to one hundred percent (100%) of the price of the Related Services | - A photocopy of the Certificate of Completion for the Related Services issued by the Consultant and approved by the Purchaser  *\*) The Amount of Payment for the Related Services shall be deducted if “Clause 25. Liquidated Damages” applied. The Certificate of Completion shall indicate the amount of the payment with deducted amount as a liquidated damage (if any).* |
| **For the Maintenance Services**  ***Limitation of the Payment Schedule: The request(s) for payment of the amount hereunder shall be accepted only after 1st of April, 2027 for the price of the Maintenance Services of the 1st year, 1st of April, 2028 for the price of the Maintenance Services of the 2nd year, 1st of April, 2029 for the price of the Maintenance Services of the 3rd year.*** | | |
| Payment for the Maintenance Services | \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000)  corresponding to one hundred percent (100%) of the price of the Maintenance Services of the 1st year | - A photocopy of the Certificate of Completion for the Maintenance Services of the 1st year issued by the Consultant and approved by the Purchaser |
| \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000)  corresponding to one hundred percent (100%) of the price of the Maintenance Services of the 2nd year | - A photocopy of the Certificate of Completion for the Maintenance Services of the 2nd year issued by the Consultant and approved by the Purchaser |
| \*\*\*\*\*\* million \*\*\*\*\*\*thousand Japanese Yen  (JPY \*\*\*,\*\*\*,000)  corresponding to one hundred percent (100%) of the price of the Maintenance Services of the 3rd year | - A photocopy of the Certificate of Completion for the Maintenance Services of the 3rd year issued by the Consultant and approved by the Purchaser |

1. *In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.* [↑](#footnote-ref-1)
2. *Person signing the Bid shall have the Power of Attorney given by the Bidder to be included in the Technical Bid.* [↑](#footnote-ref-2)
3. *In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.* [↑](#footnote-ref-3)
4. *Unit price including transportation and other local services required to convey the Goods to their final destinations specified in BDS.* [↑](#footnote-ref-4)
5. *Price per line item for inland transportation and other services to convey the Goods to their final destinations specified in BDS.* [↑](#footnote-ref-5)
6. *In case of JV, [Insert name of JV] (hereinafter referred to as “the Supplier”), consisting of the following entities, namely, [insert name of the Lead Member] as a lead member of JV, and [insert name of the other members].* [↑](#footnote-ref-6)
7. *Indicate all the documents which consist of “Schedule of Requirements”.* [↑](#footnote-ref-7)