

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 I. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1 The Purchaser **as specified in Section II, Bid Data Sheet (BDS)**, issues this Bidding Document for the procurement of Goods and Related Services as specified in **Section V, Schedule of Requirements**, and the Consultant **specified in the BDS**, duly authorized by the Purchaser, distributes this Bidding Document on behalf of the Purchaser.

The name of the Project and the name of the Contract are **specified in the BDS**.

Bids may also be invited for multiple lots of the Project, **as specified in the BDS**. Bids may be submitted either for individual lots or for multiple lots in any combination.

- 1.2 Throughout this Bidding Document:

- (a) the term “in writing” means communicated in written form and delivered by mail or facsimile (including PDF file by e-mail) against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.

2. Source of Funds

- 2.1 The Recipient **specified in the BDS** has received a Japanese ODA Grant from the Japan International Cooperation Agency (hereinafter referred to as “JICA”), in the amount and on the signed date of the Grant Agreement **specified in the BDS**, towards the cost of the Project. The Recipient intends to apply the Grant to payments under the contract(s) for which this Bidding Document is issued.

- 2.2 Disbursement of a Japanese ODA Grant by JICA will be subject, in all respects, to the terms and conditions of the Grant Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA Grants **specified in the BDS**. No party other than the Recipient shall derive any rights from the Grant Agreement.

- 2.3 The above Grant Agreement will cover only a part of the project cost. The other expenses not covered by the Japanese ODA Grant will be borne by the Recipient.

3. Corrupt and Fraudulent Practices

- 3.1 It is JICA’s policy to require that the bidders and the suppliers, as well as the recipient and the purchasers, under contracts funded with Japanese ODA Grants and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts.

- 3.2 In pursuance of this policy, JICA:

- (a) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (b) will recognize a supplier as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Grants if it at any time determines that the bidder or the supplier has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded

with Japanese ODA Grants or other expenditure by the Japanese governments.

- 3.3 If the Purchaser determines, based on reasonable evidence, that any Bidder has engaged in any corrupt or fraudulent practice, the Purchaser may disqualify such Bidder after notifying the grounds of such disqualification.

4. Eligible Bidders

- 4.1 The Bidder may be a single firm or a joint venture (JV). In the case of a JV:
- (a) All members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
 - (b) 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.
 - (c) A Bid submitted by a JV shall include a copy of the JV agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement. The JV agreement or the proposed JV agreement, as the case may be, shall indicate at least the part(s) of the goods and related works to be executed by each member.
- 4.2 The Bidder shall not have a conflict of interest. The Bidder shall be disqualified under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.
- (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the contractor's obligations under a turnkey or design and build contract.
 - (b) A firm that has a close business relationship with any professional staff of the Recipient, who are directly or indirectly involved in any part of: (i) the preparation of this Bidding Document, (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 any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually as a single firm, or as a member of a JV.
 - (d) A firm may not involve any individual (whether as an employee, a contractor or otherwise) in the provision of products or non-consulting services for the project who is, has been or is intended to be assigned (whether by a 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 also be disqualified or excluded.

- 4.3 The Bidder, or all members constituting the Bidder in the case of JV, shall be Japanese juridical persons 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.
- 4.4 The Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.2 shall not be eligible to be awarded a Contract.
- 4.5 The Bidder shall provide such evidence of its eligibility satisfactory to the Consultant, as the Consultant may reasonably request.

5. Eligible Goods

- 5.1 The Goods **specified in the BDS** to be supplied under the Contract shall have the origin of Japan or the countries **specified in the BDS**. **Unless specified in the BDS**, the origin of the Goods shall not be limited to specific countries.
- 5.2 The term “origin” means the country where the Goods have been produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART 1 Bidding Procedures
- Section I. Instructions to Bidders (ITB)
 - Section II. Bid Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria (EQC)
 - Section IV. Bidding Forms
- PART 2 Supply Requirements
- Section V. Schedule of Requirements
- PART 3 Contract Forms
- Section VI. Conditions of Contract and Contract Forms
- 6.2 Unless obtained directly from the Consultant, neither the Purchaser nor the Consultant is responsible for the completeness of the Bidding Document, responses to requests for clarification, or addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Consultant shall prevail.
- 6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its Bid all information and documentation as is required by the Bidding Document. The information or

documentation shall be complete, accurate, current, and verifiable.

- 6.4 Photocopies of the Exchange of Notes and the Grant Agreement for the Project, and the Note Verbale confirming the exemption and reimbursement of customs duties, internal taxes and other fiscal levies in the country of the Recipient are attached to the Bidding Document for reference only. The Bidders shall hold them in confidence.

7. Clarification of Bidding Document

- 7.1 The Bidder requiring any clarification of the Bidding Document shall contact the Consultant in writing at the Consultant's address **specified in the BDS**. The Consultant will respond in writing to any request for clarification, provided that such request is received before the deadline **specified in the BDS**. The Consultant shall forward copies of its response to all Bidders who have acquired the Bidding Document from the Consultant, including a description of the inquiry but without identifying its source, on or before the date **specified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Document, the Purchaser shall amend the Bidding Document following the procedure under ITB 8.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Consultant.
- 8.3 To give the Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser and/or the Consultant shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser and/or the Consultant, 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.

11. Documents Comprising the Bid

11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.

11.2 The Technical Bid shall comprise the following:

- (a) Letter of Technical Bid in accordance with ITB 12;
- (b) Power of Attorney, authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3;
- (c) copy of the JV agreement, or Letter of Intent to enter into a JV including a draft agreement in the case of a Bid submitted by a JV in accordance with ITB 4.1;
- (d) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
- (e) documentary evidence in accordance with ITB 16 establishing the Goods and Related Services conform to the Bidding Document;
- (f) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Grants (Form ACK), which shall be signed and dated by the Bidder's authorized representative; and
- (g) any other document **required in the BDS**.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid, in accordance with ITB 12;
- (b) Bid Price Schedules in accordance with ITB 14; and
- (c) any other document **required in the BDS**.

12. Letter of Bid

12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid, using the relevant forms furnished in **Section IV, Bidding Forms**. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices

14.1 The Bidder shall list and price all items in **Section V, Schedule of Requirements**, in the Bid Price Schedule. Any items not listed, or for which no rate or price has been entered by the Bidder, shall be deemed to be covered by the rates or prices for other items in the Bid Price Schedule and will not be paid for separately by the Purchaser.

14.2 Prices shall be quoted as specified in each Bid Price Schedule included in **Section IV, Bidding Forms**. Prices shall be entered in the following manner:

- (a) For Goods supplied from outside the Purchaser's country: the price of the Goods including transportation and other services required to convey the Goods to their final destinations (Project Site) **specified in the BDS**;
- (b) For Goods supplied from within the Purchaser's country: the price of the Goods

- including inland transportation and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS**; and
- (c) For Related Services, other than transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in **Section V, Schedule of Requirements**: the price of each item comprising the Related Services.

14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.

14.4 It has been confirmed that customs duties, internal taxes and other fiscal levies assessed in the country of the Recipient payable by the Supplier under the Contract are exempted and/or borne by the Recipient, based on the Note Verbale exchanged between the Government of Japan and the Government of the Recipient. Any other duties, taxes, and other levies payable by the Supplier under the Contract shall be included in the total Bid Price submitted by the Bidder.

15. Currency of Bid

15.1 The currency of the Bid shall be Japanese Yen.

16. Documents Establishing the Conformity of the Goods and Related Services

16.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of the Technical Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in **Section V, Schedule of Requirements**.

16.2 The Bidder shall furnish complete "Technical Specification Sheets" of each item of the Goods, using the same form in **Section V, Schedule of Requirements**. The Bidder shall also furnish Catalogues and/or Brochures for each item of the Goods.

16.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in **the Schedule of Requirements**, are intended to be descriptive only and not restrictive, in principle. Except otherwise specified in **Section V, Schedule of Requirements**, the Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the **Schedule of Requirements**.

16.4 The Bidder shall also furnish 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 **listed in the BDS**, for roughly two (2) years following commencement of the use of the Goods by the Purchaser.

16.5 The Bidder shall furnish and submit Form MAN in **Section IV, Bidding Forms** for the Goods **specified in the BDS**, as evidence for supply guarantee of the Goods.

16.6 The Bidder shall furnish Implementation Schedule for supply of the Goods and the Related Services, with the form included in **Section IV, Bidding Forms**

demonstrating substantial responsiveness of the required delivery schedule **described in the BDS.**

16.7 **If required in the BDS**, the Bidder, or the manufacturers which provide the Goods to the Bidder, shall be represented by an agent in the Purchaser's country and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Contract.

17. Documents Establishing the Qualifications of the Bidder

17.1 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 information sheets included in **Section IV, Bidding Forms**.

18. Period of Validity of Bids

18.1 Bids shall remain valid for a period of sixty (60) days after the Bid submission deadline date in accordance with ITB 22.1.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request the 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. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Security

19.1 Bid Security shall not be required.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one (1) original of the Technical Bid and one (1) original of the Price Bid comprising the documents as described in ITB 11 and clearly mark them "TECHNICAL BID - ORIGINAL" and "PRICE BID – ORIGINAL", as appropriate. In addition, the Bidder shall submit one (1) copy of the Technical and Price Bids and clearly mark them "TECHNICAL BID – COPY", and "PRICE BID - COPY", as appropriate.

In the event of any discrepancy between the original and the copy, the original shall prevail.

20.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be in the form of a Power of Attorney included in the Technical Bid. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.3 A bid submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed

or initialed by the person signing the Bid.

- 20.5 The Bidders shall clearly mark "CONFIDENTIAL" any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets, or commercial or financially sensitive information.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose:

- (a) in a sealed envelope, duly marked as "TECHNICAL BID - ORIGINAL", all documents comprising the Technical Bid, as described in ITB 11.2;
- (b) in a sealed envelope, duly marked as "PRICE BID - ORIGINAL", all documents comprising the Price Bid, as described in ITB 11.3;
- (c) in sealed envelope, duly marked as "TECHNICAL BID - COPY", all required copies of the Technical Bid; and
- (d) in sealed envelope, duly marked as "PRICE BID - COPY", all required copies of the Price Bid.

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

21.2 The inner and outer envelopes shall be:

- (a) clearly marked with the name and address of the Bidder;
- (b) addressed to the Consultant; and
- (c) clearly marked with the name of the Project and the name of the Contract specified in ITB 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall be clearly marked with a warning "NOT TO BE OPENED BEFORE THE TIME AND DATE FOR THE OPENING OF TECHNICAL BID".

21.4 The inner envelopes containing the Price Bid shall be clearly marked with a warning "NOT TO BE OPENED UNTIL ADVISED BY THE CONSULTANT".

21.5 If all envelopes are not sealed and marked as required, the Purchaser and/or the Consultant will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1 Bids must be submitted by hand and received by the Consultant at the address and no later than the date and time **specified in the BDS**.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and the Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 Any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22.1 above, shall not be considered. Any Bid received by the Consultant after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal of Bids

24.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23, the Consultant duly authorized by the Purchaser, shall open and read out all Technical Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of the Bidders' representatives who choose to attend. The Price Bids will remain unopened and will be held in custody of the Consultant until the time of their opening to be specified in accordance with ITB 25.4.

If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the entire Bid.

25.2 All envelopes holding the Technical Bids shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) the presence or absence of required documents as the Technical Bid;
- (c) whether the envelope of the Price Bid has been sealed; and
- (d) any other details as the Consultant may consider appropriate.

Only Technical Bids read out and recorded at the opening of Technical Bids shall be considered for evaluation. The Purchaser and/or the Consultant shall neither discuss the merits of any Bid nor reject any Bid.

25.3 The Consultant shall prepare a record of the opening of Technical Bids that shall include, as a minimum:

- (a) the name of the Bidder;
- (b) the presence or absence of required documents constituting the Technical Bid;
- (c) whether the envelope of the Price Bid has been sealed; and
- (d) a list of attendance.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time, and to JICA.

25.4 At the end of the evaluation of the Technical Bids, the Consultant will invite the Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award 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. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening of Price Bids.

25.5 The Purchaser will notify, in writing, the Bidders who have been rejected on the

grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and/or who have been determined as being disqualified for award, and the Consultant will return their Price Bids unopened.

25.6 The Consultant, duly authorized by the Purchaser, shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids and who were determined as being qualified for award, in the presence of the Bidders' representatives who choose to attend at the address, date and time specified by the Consultant. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

25.7 All envelopes containing Price Bids shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) the Bid Price; and
- (c) any other details as the Consultant may consider appropriate.

Only Price Bids read out and recorded at the opening of Price Bids shall be considered for evaluation. The Purchaser and/or the Consultant shall neither discuss the merit of any Price Bid nor reject any Price Bid at the opening of Price Bids.

25.8 The Consultant shall prepare a record of the opening of Price Bids that shall include, as a minimum:

- (a) the name of the Bidder;
- (b) the Bid Price; and
- (c) a list of attendance.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time, and to JICA.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of Contract award shall not be disclosed to the Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 37 and 40.

The use by any Bidder of confidential information related to this bidding process may result in the rejection of its Bid.

26.2 Any attempt by a Bidder, including any kind of Bidder's agents such as manufacturers which provide the Goods to the Bidder, to influence the Purchaser and/or the Consultant in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid submission to the time of Contract award, if any Bidder wishes to contact the Purchaser and/or the Consultant on any matter related to the bidding process, it shall do so in writing to the Consultant.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Consultant duly authorized by the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Consultant shall not be considered. The Consultant's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, in the evaluation of the Price Bids.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Consultant's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Qualification of the Bidders

- 29.1 The Bidder shall substantially meet or exceed the specified qualification requirements. The Purchaser shall determine to its satisfaction whether the Bidders meet the qualifying criteria specified in **Section III, Evaluation and Qualification Criteria**, during the evaluation of Technical Bids.
- 29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 29.3 The Purchaser reserves the right to waive minor (nonmaterial) deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the Contract.
- 29.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid.

30. Determination of Responsiveness of Technical Bids

- 30.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself.
- 30.2 For the purposes of this determination, a substantially responsive Technical Bid is one that meets the requirements of the Bidding Document 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 Goods and Related Services specified in the Contract; or
- (ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of the other Bidders presenting substantially responsive Bids.

30.3 The Purchaser shall examine the Technical Bid submitted in accordance with **Section III, Evaluation and Qualification Criteria**, to confirm that all requirements of **Section V, Schedule of Requirements** have been met without any material deviation, reservation or omission.

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

31. Nonmaterial Nonconformities

31.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive any nonconformities (deviation, reservation, or omission) in the Bid.

31.2 Provided that a Technical Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32. Evaluation of Price Bids

32.1 To evaluate a Price Bid, the Purchaser shall consider the following:

- (a) the Bid Price as quoted in accordance with ITB 14; and
- (b) the additional evaluation factors specified in **Section III, Evaluation and Qualification Criteria** (if any).

32.2 In the case of bidding for multiple lots, the lowest evaluated price of each lot shall be determined independently.

32.3 Where there is a discrepancy between words and figures, the amount in words shall prevail. Where there is a discrepancy between the Letter of Price Bid and Bid Price Schedule, the Letter of Price Bid shall prevail.

33. Comparison of Bids

33.1 The Purchaser shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 32.1 to determine the lowest evaluated Bid.

33.2 If there are two or more lowest evaluated Bids, the determination shall be the Purchaser's discretion, considering responsiveness of their Technical Bids.

33.3 In the event of identification of a potentially abnormally low Bid, the Consultant shall seek written clarifications from the Bidder, including detailed price analyses of its Bid Price in relation to the subject matter of the contract, scope, proposed

methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document.

After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Purchaser shall reject the Bid.

34. Price Negotiation with the Revision of the Requirements

34.1 In the case that the lowest Bid Price exceeds the budget prepared by the Purchaser based on the cost estimate by the Consultant, and prior consultation with JICA, the Purchaser may request the lowest evaluated Bidder to enter into price negotiation with the revision of the **Schedule of Requirements**, such as reduction of the quantities of the Goods and/or revision of the specifications, within the range, which may not violate the result of the Bidding process.

34.2 When the Purchaser fails to obtain a satisfactory result in the price negotiation with the lowest evaluated Bidder, the Purchaser may request the next lowest evaluated Bidder to enter into price negotiation in the same way, after notification to terminate the price negotiation to the lowest evaluated Bidder in a written form. This procedure may be followed until the Purchaser obtains a satisfactory result.

34.3 If the lowest evaluated Bid Price, and the following lowest evaluated Bid Prices in case of the Sub-Clause 34.2 above, exceed the budget prepared by the Purchaser to a considerable degree, the Purchaser shall not enter into the price negotiation of this Clause.

35. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

35.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

36. Award Criteria

36.1 Subject to ITB 35.1, the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

37. Notification of Award

37.1 Prior to the expiration of the period of Bid validity, and after JICA's concurrence of the bid evaluation by the Purchaser, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

37.2 After a contract has been determined to be eligible for financing under Japanese ODA Grants, the following information may be made public by JICA:

- (a) name of each Bidder who submitted a Bid;
- (b) Bid Prices as read out at Bid opening;

- (c) name and address of the successful Bidder; and
- (d) signing date, verification date, and amount of the contract.

37.3 Until a formal Contract is prepared and executed, the notification letter of acceptance in accordance with ITB 37.1 shall constitute a binding Contract.

38. Signing of Contract

38.1 Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.

38.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

39. Performance Security

39.1 Within twenty-eight (28) days of the receipt of the notification letter of acceptance in accordance with ITB 37.1 from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the Conditions of Contract.

39.2 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 Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

40. Notification to Unsuccessful Bidders

40.1 As promptly as possible upon the notification of award to the successful Bidder, the Consultant duly authorized by the Purchaser shall notify all unsuccessful Bidders of the results of the bidding.

Section II. Bid Data Sheet (BDS)

A. General																						
ITB 1.1	<p>The Purchaser is: <i>[insert name of Purchaser]</i>.</p> <p>The Consultant is: <i>[insert name of Consultant]</i>.</p> <p>The name of the Project is: <i>[insert name of Project]</i>.</p> <p>The name of the Contract is: <i>[insert name of Contract]</i>.</p> <p><i>The multiple lots of the Project for which the Bids are being invited are as indicated in the table below:</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%; text-align: center; padding: 2px;">Lot Number</th><th style="text-align: center; padding: 2px;">Contract Name</th></tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table>	Lot Number	Contract Name																			
Lot Number	Contract Name																					
ITB 2.1	<p>The Recipient is: <i>[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]</i>.</p> <p>The Grant Agreement for the Project was signed by JICA and the Recipient on the date of <i>[insert date]</i> for the amount of <i>[insert amount]</i> Japanese Yen.</p>																					
ITB 2.2	<p>The applicable Guidelines for Procurement under Japanese ODA Grant is: <i>[insert name of guideline]</i>.</p>																					
ITB 5.1	<p>The list of the Goods for which their “country of origin” is limited shall be as follows;</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;"></th><th style="width: 45%; text-align: center; padding: 2px;">Name of goods</th><th style="width: 50%; text-align: center; padding: 2px;">Country of Origin</th></tr> </thead> <tbody> <tr><td style="text-align: center;">1.</td><td></td><td></td></tr> <tr><td style="text-align: center;">2.</td><td></td><td></td></tr> <tr><td style="text-align: center;">3.</td><td></td><td></td></tr> <tr><td style="text-align: center;">4.</td><td></td><td></td></tr> <tr><td style="text-align: center;">5.</td><td></td><td></td></tr> <tr><td style="text-align: center;">6.</td><td></td><td></td></tr> </tbody> </table>		Name of goods	Country of Origin	1.			2.			3.			4.			5.			6.		
	Name of goods	Country of Origin																				
1.																						
2.																						
3.																						
4.																						
5.																						
6.																						
ITB 6.4	<p>Refer to the attachment of this BDS.</p>																					
B. Contents of Bidding Document																						
ITB 7.1	<p>For clarification purposes only, the Consultant’s address is: Attention: <i>[insert full name of person, if applicable]</i></p>																					

	<p>Mailing Address: <i>[insert mailing address]</i> E-mail: <i>[insert email address(es)]</i></p> <p>The deadline for submission of the clarification shall be: <i>[insert time, day, month, and year]</i>.</p> <p>The response to the clarification shall be forwarded on or before: <i>[insert time, day, month, and year]</i>.</p>												
C. Preparation of Bids													
ITB 10.1	The language of the Bid is: <i>[insert one of the following: English, Spanish or French]</i> .												
ITB 11.2 (g)	<p>The Bidder shall submit the following additional documents in its Technical Bid:</p> <p><i>[example]</i></p> <p>- <i>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)</i></p>												
ITB 11.3 (c)	The Bidder shall submit the following additional documents in its Price Bid: <i>[List any additional document.]</i>												
ITB 14. 2 (a), (b)	"Final destination (Project Site)" is: <i>[insert name of location of the final destination]</i> .												
ITB 16.4	<p>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.</p> <table border="1"> <thead> <tr> <th></th><th>Name of goods</th></tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> <tr><td>5.</td><td></td></tr> </tbody> </table>		Name of goods	1.		2.		3.		4.		5.	
	Name of goods												
1.													
2.													
3.													
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5.													
ITB 16.5	<p>The Goods listed below require Form MAN.</p> <table border="1"> <thead> <tr> <th></th><th>Name of goods</th></tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> </tbody> </table>		Name of goods	1.		2.		3.					
	Name of goods												
1.													
2.													
3.													

ITB 16.6	<p>All Goods and the Related Services shall be delivered within <i>[ex. two hundred eighty (280)]</i> days after the signing date of the Contract.</p> <p>All Goods supplied from abroad shall be shipped within <i>[ex. one hundred sixty (160)]</i> days after the signing date of the Contract.</p>
ITB 16.7	<p>The Bidder is <i>[insert “required” or “not required”]</i> to be represented by an agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations.</p>
D. Submission and Opening of Bids	
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Consultant’s address is: Attention: <i>[insert full name of person, if applicable]</i> Mailing Address: <i>[insert mailing address]</i></p> <p>The deadline for Bid submission is: Date: <i>[insert day, month, and year, e.g., 15 June 2018]</i> Time: <i>[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]</i></p>
ITB 25.1	<p>The Technical Bid opening shall take place at: Place: <i>[insert place and address]</i> Date: <i>[insert day, month, and year, e.g., 15 June 2025]</i> Time: <i>[insert time, and identify if a.m. or p.m., e.g., 10:30 a.m.]</i></p>
ITB 32.1 (b)	<p><i>[Option 1]</i> No additional evaluation factors shall be considered in the evaluation.</p> <p><i>[Option 2]</i> 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.</p> <p>✓ ##### ✓ ##### ✓ #####</p>
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 Bidder¹: *[insert name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder²: *[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]*

¹ In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.

² Person signing the Bid shall have the Power of Attorney given by the Bidder to be included in the Technical Bid.

[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 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; 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 Bidder³: *[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]*

³ *In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.*

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	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]*

⁴ Unit price including transportation and other local services required to convey the Goods to their final destinations specified in BDS.

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	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]*

⁵ Price per line item for inland transportation and other services to convey the Goods to their final destinations specified in BDS.

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: <i>[insert full name of each member in the JV and specify the representative member.]</i>
Bidder's legal address in Japan:
Bidder's authorized representative Name : Address : Telephone number : E-mail address :
Bidder's year of incorporation: <i>[insert month and year]</i>

#) 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: <i>[insert full name of JV member]</i>
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: <i>[insert month and year]</i>

#) 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: <i>[describe contract performed briefly]</i> 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:
- (i) 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
 - (ii) 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

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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

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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 (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 Project should 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 form and be read and construed as part of this Contract Agreement.
 - (a) Letter of Acceptance
 - (b) Letter of Bid
 - (c) Particular Conditions
 - Part A - Contract Data
 - Part B - Payment Schedule
 - (d) General Conditions
 - (e) Schedule of Requirements⁷
 - General Requirements
 - Technical Specification Sheets for the Goods
 - Terms of Reference for the Related Services
 - Drawings
 - (f) Any other documents consist this Contract Agreement

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]*.

⁷ Indicate all the documents which consist of “Schedule of Requirements”.

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

3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as 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.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price 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

The Supplier

[Signature] _____

[name of the signer]

[title of the signer]

[name of the Purchaser]

[name of the recipient country]

[Signature] _____

[name of the signer]

[title of the signer]

[name of the Supplier]

General Conditions (GC)

The **General Conditions (GC)** shall be used without any modification. The **Particular Conditions (PC)** complement the GC by specifying data and contractual requirements linked to the special circumstances of the recipient country and the project.

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A. General

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them.

- (a) **"Consultant"** means the legally-established professional consulting firm or entity named in **Part A – Contract Data (CD) of PC**, which provides professional services to the Purchaser, for the supervision of the procurement of the Goods and Related Services. The Consultant also facilitates communications, negotiation, and agreement between the Purchaser and the Supplier on any matters arising from the Contract.
- (b) **"Contract"** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract documents referred to therein.
- (c) **"Contract Price"** means the price payable by the Purchaser to the Supplier as specified in the Contract Agreement.
- (d) **"Final Destination"** means the place where the Goods and Related Services are to be delivered to, **as specified in the Contract Data (CD) of PC**.
- (e) **"GC"** means the present General Conditions.
- (f) **"Goods"** means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) **"JICA"** means the Japan International Cooperation Agency.
- (h) **"PC"** means the Particular Conditions, which consists of **Part A - Contract Data (CD) and Part B - Payment Schedule (PS)**.
- (i) **"Related Services"** means the services incidental to the supply of the Goods, such as installation, adjustment, training, and other such obligations of the Supplier under the Contract, excluding inland transportation and other services required to convey the Goods to their place of delivery.
- (j) **"Schedule of Requirements"** means documents consisting of the General Requirements, the Technical Specification, and other documents, which form part of the Contract, and specifying the Scope of Supply defined in this GC Clause 11.

2. Corrupt or Fraudulent Practices

2.1 The Supplier is required to comply with JICA's policy in regard to corrupt and fraudulent practices as declared in the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Grants submitted in the Technical Bid of the Supplier.

3. Interpretation

3.1 In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and vice versa;
- (c) "day" means calendar day; and
- (d) "written" or "in writing" means hand-written, type-written, printed or

electronically made, and resulting in a permanent record.

4. Amendment

- 4.1 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, including the Consultant, shall be written in the language **specified in the PC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the language specified under GC Sub-Clause 5.1 and all risks of the accuracy of such translation, for documents provided by the Supplier.

6 Joint Venture, Consortium or Association

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

7. Notices

- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing and delivered against receipt to the address **specified in the PC**.
- 7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 7.3 All notices between the parties shall be delivered to the Consultant simultaneously.

8. Governing Law

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of Japan, **unless otherwise specified in the PC**.

9. Settlement of Disputes

- 9.1 If the Purchaser considers himself to be entitled to any payment under any Clause of the present Conditions or otherwise in connection with the Contract, and/or any other compensations, the Purchaser, or the Consultant shall give a notice and particulars to the Supplier.
- 9.2 If the Supplier considers himself to be entitled to any additional payment under

any Clause of the present Conditions or otherwise in connection with the Contract, and/or any other compensations, the Supplier shall give a notice to the Purchaser and the Consultant, describing the event or circumstance giving rise to the claim.

- 9.3 The notice of either party shall be given as soon as practicable and no longer than fifty-six (56) days after either party became aware, or should have become aware, of the event or circumstances giving rise to the claim. If either party fails to give notice of a claim within such period, the party shall not be entitled to additional payment and/or compensation.
- 9.4 Either party shall specify the Clause or basis of the claim, and shall include substantiation of the amount to which the party considers himself to be entitled. Within forty-two (42) days after receiving a claim, or within such other period as may be agreed between the parties, the other party shall respond to the claim with approval, or disapproval and detailed comments.
- 9.5 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any claim hereabove, and other disagreement or dispute arising between them under or in connection with the Contract.
- 9.6 In case any claim, disagreement, or dispute between the parties arising out of or in connection with the Contract cannot be settled amicably in accordance with GC Sub-Clause 9.5 above, either the Purchaser or the Supplier, being supported by the Consultant, may request JICA to offer its suggestion for resolution of any disagreement or dispute between the parties in writing, with copies to the other party and the Consultant. Such a request shall state that it is given under this GC Sub-Clause 9.6.
- 9.7 JICA may, in its sole discretion, require and request additional information and/or documentary evidence relating to the disagreement or dispute from the parties, giving them a reasonable time to reply, and the parties shall promptly comply with all such requirements and requests. Each party shall bear the cost and expenses it incurs in complying with such requirements and additional requests from JICA.
- 9.8 JICA will endeavor to provide the parties with its suggestion for resolution of the disagreement or dispute in writing within eighty-four (84) days of its receipt of such request, based on the information and/or documentary evidence submitted to it by the parties. The parties acknowledge and agree that JICA will not bear any responsibility or liability arising from or related to any such expression of views or suggestion.
- 9.9 If either party is dissatisfied with JICA's suggestion for resolution of the disagreement or dispute, then either party may, within twenty-eight (28) days after receiving the suggestion, give a notice of its dissatisfaction to the other party and to JICA indicating the basis for its dissatisfaction and intention to commence arbitration in accordance with GC Sub-Clause 9.11. Such notice shall state that it is given under this GC Sub-Clause 9.9. Neither party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this GC Sub-Clause 9.9.
- 9.10 If no notice of dissatisfaction is given by either party within twenty-eight (28) days after the parties' receipt of JICA's suggestion, then the suggestion shall become final and binding upon both parties, unless both parties agree otherwise.

9.11 Arbitration shall be conducted as an international arbitration with proceedings administered by the Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA by one arbitrator appointed in accordance with the said arbitration rules. The place of arbitration shall be in Japan, and the arbitration shall be conducted in English.

9.12 Notwithstanding the commencement of arbitration or other actions taken to resolve any disagreement or dispute herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any undisputed amount due the Supplier under the Contract.

10. Assignment

10.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under the Contract, except with prior written consent of the other party.

B. Scope of Supply

11. Scope of Supply

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

11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining completion of the Supplier's obligations under the Contract as if such items were expressly mentioned in the Contract.

12. Schedule of Delivery and Completion

12.1 The delivery of the Goods and the completion of the Related Services shall be in accordance with the schedule **specified in the PC**.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC Clause 11, and the schedule, as per GC Clause 12.

14. Purchaser's Assistance

14.1 Whenever the supply of the Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

15. Performance Security

15.1 The Supplier shall, within twenty-eight (28) days of the receipt of the notification

letter of acceptance of its bid, provide a performance security for the performance of the Contract in the amount **specified in the PC**, issued by a Japanese financial institution in format acceptable to the Purchaser.

15.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

15.3 The Performance Security shall be delivered to and remain in the custody of the Consultant, and shall be returned to the Supplier not later than twenty-eight (28) days following the date on which the Supplier's performance obligations under the Contract, including any warranty obligations, have been completed.

16. Copyright

16.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

17. Confidential Information

17.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

17.2 The obligation of a party under GC Sub-Clauses 17.1 above, however, shall not apply to information that the Purchaser or Supplier needs to share with the Consultant and/or JICA.

17.3 The provisions of this GC Clause 17 shall survive completion or termination, for whatever reason, of the Contract.

18. Specifications and Standards

18.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under the Contract shall conform to the technical specifications and standards mentioned in the **Schedule of Requirements** and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the **Schedule of Requirements**. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the

Purchaser.

19. Packing and Documents

19.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their Final Destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' Final Destination and the absence of heavy handling facilities at all points in transit.

19.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, and any other instructions ordered by the Purchaser.

20. Insurance

20.1 The Goods and Related Services supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation, adjustment, and other services required to deliver the Goods to the Purchaser.

21. Transportation

21.1 Responsibility for arranging transportation of the Goods to the Final Destination shall be in accordance with the applicable Incoterms **specified in the PC** or in the manner **specified in the Contract**.

C. Payment

22. Contract Price

22.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the Contract Price unless modified by a Contract amendment.

23. Terms of Payment

23.1 The Purchaser shall make payments in Japanese Yen to the Supplier **in accordance with the Part B – Payment Schedule (PS) of the PC**, which provides the terms and conditions, amount payable, and required documents for each payment.

23.2 **If so indicated in the PC**, partial payments shall be acceptable for shipments or deliveries, in case the Goods are shipped or delivered in multiple shipments or deliveries.

24. Taxes and Duties

24.1 It has been confirmed that customs duties, internal taxes and other fiscal levies assessed in the country of the Purchaser payable by the Supplier under the Contract are exempted and/or borne by the Government of the Purchaser's

country (hereinafter referred to as “the Recipient” in this clause), based on the Note Verbale exchanged between the Government of Japan and the Recipient. The Supplier shall bear and pay any other taxes, duties, levies and charges assessed on the Supplier, which are not exempted or borne by the Recipient based on the said Note Verbale, in connection with the delivery of all Goods and the provision of the Related Services in accordance with the Contract.

24.2 The Purchaser shall use its best efforts to enable the Supplier to benefit from the said Note Verbale to the maximum allowable extent.

25. Liquidated Damages

25.1 Except as provided under GC Clause 31, if the Supplier fails to deliver any or all of the Goods and/or to perform the Related Services by the delivery and completion period in accordance with GC Clause 12, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, an amount equivalent to zero point one percent (0.1%) of the price of the delayed Goods and Related Services for each day of delay until actual delivery and completion, up to a maximum deduction of ten percent (10%). Once the maximum deduction is reached, the Purchaser may terminate the Contract pursuant to GC Clause 33.

D. Finishing the Contract

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services in accordance with the nature, frequency and procedures specified in the Contract to verify that the characteristics and performance of the Goods and Related Services comply with the technical specifications, codes, and standards under the Contract.

26.2 The inspections and tests may be conducted on the premises of the Supplier or the manufacturers of the Goods, at the point of delivery, and/or at the Final Destination. Subject to GC Sub-Clause 26.3, if conducted on the premises of the Supplier or the manufacturers, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished by the Supplier at no charge to the Purchaser.

26.3 The Purchaser and/or the Consultant shall be entitled to attend the tests and/or inspections referred to in GC Sub-Clause 26.2, provided that the Purchaser and/or the Consultant shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Consultant. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser and/or the Consultant to attend the test and/or inspection.

26.5 The Supplier shall provide the Consultant with a report of the results of any such test and/or inspection.

26.6 The Purchaser may reject any Goods and Related Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods (or parts thereof) and Related Services or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GC Sub-Clause 26.4.

26.7 The Supplier agrees that neither the execution of a test and/or inspection of the Goods and Related Services or any part thereof, nor the attendance by the Purchaser and/or the Consultant, nor the issue of any report pursuant to GC Sub-Clause 26.5, shall release the Supplier from any warranties or other obligations under the Contract.

26.8 Pre-shipment inspection of the Goods supplied from abroad shall be conducted by an inspection agency assigned by the Consultant before each shipment. The Supplier shall provide reasonable assistance to the agency in the pre-shipment inspection.

27. Delivery of the Goods and Completion of the Related Services

27.1 When all the Goods or any part thereof have been delivered to the Final Destination, the Supplier shall request the Purchaser to issue a Receipt of the Goods concerned. The Purchaser, supported by the Consultant, shall do so upon confirming that the Goods concerned have been delivered to the Final Destination.

27.2 When all the Related Services or any part thereof have been completed, the Supplier shall request the Purchaser and the Consultant to issue a Certificate of Completion for the Related Services concerned. The Consultant shall issue the Certificate upon confirming on site that the Related Services concerned have been completed, and the Purchaser shall approve it.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GC Sub-Clause 18.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the Purchaser's country.

28.3 **Unless otherwise specified in the PC**, the warranty shall remain valid for twelve (12) months after the Goods (or any parts thereof) and Related Services concerned as the case may be, have been delivered to and accepted at the Final Destination with the Certificate of Completion in accordance with GC Sub-Clause 27.2, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, of the Goods concerned, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within a reasonable period, expeditiously repair or replace the defective Goods (or parts thereof) and Related Services, at no cost to the Purchaser. If the defects are caused by improper operation or maintenances of the Purchaser, or normal wear and tear, then the Supplier shall not be responsible for such defects.

28.6 If having been notified, the Supplier fails to remedy the defect within a reasonable period, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the Purchaser's country; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods (or any part thereof) and Related Services other than for the purpose indicated by or to be reasonably inferred from the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may, at its own expense and in the Purchaser's name, conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use,

loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 31.4 If the delivery of the Goods and/or the completion of the Related Services are substantially prevented for a continuous period of ninety (90) days by reason of Force Majeure, then either party may propose the other party that the Contract be terminated. The conditions of the termination shall be settled based upon mutual agreement by direct negotiations between them. The termination of the Contract in accordance with this GC Sub-Clause 31.4 shall not be valid unless it is in writing, is dated, expressly refers to the Contract, is signed by a duly authorized representative of each party thereto, and is verified by JICA.

32. Extensions of Time

- 32.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or Related Services pursuant to GC Clause 12, the Supplier shall promptly notify the Purchaser and the Consultant in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Consultant shall evaluate the situation and may at its discretion extend the Supplier’s time for performance and notify the Supplier and the Purchaser in writing.
- 32.2 Except in case of Force Majeure, as provided under GC Clause 31, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GC Clause 25, unless an extension of time is granted by the Consultant, pursuant to GC

Sub-Clause 32.1.

33. Termination

33.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption in competing for or in executing the Contract.
- (b) If the Supplier:
 - (i) fails to deliver any or all of the Goods and Related Services within the period specified in the Contract, or within any extension thereof granted by the Consultant pursuant to GC Clause 32 and the amount of the Liquidated Damages under GC Clause 25 reaches the maximum amount; or
 - (ii) fails to perform any other obligation under the Contract;
then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GC Sub-Clause 33.1.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to this GC Sub-Clause 33.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

33.2 Termination for Insolvency

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

33.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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 <i>[insert Consultant's name]</i> .
GC 5.1	The language of the Contract is <i>[insert one of the following: "English", "Spanish" or "French"]</i> .
GC 7.1	For notices; (a) The Purchaser's address shall be: <i>[insert Purchaser's address]</i> . (b) The Supplier's address shall be: <i>[insert Supplier's address]</i> . (c) The Consultant's address shall be: <i>[insert Consultant's address]</i> .
GC 8.1	None; or The law that governs the Contract is the law of <i>[insert name of country]</i> .
GC 12.1	<p>All the Goods and the Related Services shall be delivered and completed within <i>[ex. two hundred eighty (280)]</i> days after the signing date of the Contract.</p> <p>[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 <i>[ex. one hundred sixty (160)]</i> days after the signing date of the Contract.</p> <p>✓ ##### ✓ #####</p> <p>[Option 2] The Related Services listed below shall be completed within <i>[ex. forty five (45)]</i> 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.</p> <p>✓ ##### ✓ #####</p> <p>[Option 3] Any Goods shall not be delivered to the Final Destination before <i>[month, year]</i>, 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.</p>

GC 15.1	The amount of the Performance Security shall be <i>[insert amount]</i> 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: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i> .
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 <i>[ex. three (3) times]</i> . If the number of pre-shipment inspections exceeds <i>[ex. three (3) times]</i> 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 <i>[three]</i> 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		
<i>Payment for the installation works</i>	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
<i>Payment for the operation training</i>	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 <i>*) 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).</i>

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 <i>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.</i>		
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 <i>Limitation of the Payment Schedule: The request(s) for payment of the amount hereunder shall be accepted only after 1st of April, 2026.</i>		
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 <i>Limitation of the Payment Schedule: The request(s) for payment of the amount hereunder shall be accepted only after 1st of April, 2026.</i>		
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 *) <i>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).</i>
For the Maintenance Services <i>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.</i>		
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