**STANDARD PROCUREMENT DOCUMENT**

Procurement of Goods

**(****Two Stage – Two Envelope Approach)**

**Caribbean Development Bank**

**March 2023**

**Revisions**

**June 2024**: ITB 46.1, 47.2 and 54.2 revised to allow Purchaser to waive minor deviations in the qualification criteria if they do not materially affect the capability of a Bidder to perform the contract.

**Foreword**

This Standard Procurement Document (SPD) for the Procurement of Goods has been prepared by Caribbean Development Bank (the Bank) and is based on the Master Document for Procurement of Goods prepared by the Multilateral Development Banks and International Financing Institutions. This document reflects the structure and the provisions of the Master Document, except where specific considerations of the Bank have required a change.

This document is to be used for the procurement of Goods and, where applicable, Related Services, e.g., for installation, operation and maintenance, under the International Competitive Bidding (ICB) method, using the selection approach of two (2) stages – two (2) envelopes, under projects that are financed in whole, or in part, by the Bank. This SPD assumes that prequalification of Bidders has been carried out, which should normally be the case for an ICB for complex or high-value Goods. If specific circumstances do not require the need for prequalification, then the relevant provisions of this SPD should be modified accordingly.

Circumstances when the selection approach, as addressed in this SPD, is justified should be recorded and submitted for approval by the Bank in the project procurement plan and, where relevant, the Procurement Strategy. Examples of the use of this selection approach include: (i) when the scope of Goods is complex and/or innovative, (ii) the need for innovation in technical offering or solution is paramount, (iii) the Purchaser is either uncertain of the optimum technical solution, especially for fast-evolving technologies, or does not have the capability and/or resources to specify the solution in-house, and hiring of specialised Consultant has been considered and found to be not justifiable, or (iv) competition among prequalified Bidders for the technical offering or solution is justified due to the benefits in availing better technology and lower life cycle costs.

Some of the benefits of the selection approach include: (i) reduces the lead time (time needed for the preparation of full specifications of the Goods and scope of Related Services) to launch the Bidding process; (ii) single point of responsibility: the specifications, manufacture or supply of components and Related Services are performed by one Supplier, and (iii) the Supplier may bring creative solutions which optimise the solution or specifications.

Some of the limitations of the above-described selection approach compared to specifications provided by the Purchaser include: (i) the Purchaser needs to be able to evaluate objectively and properly the specifications and/or solutions that are being proposed; (ii) the Purchaser loses some control of the specification process, while some specifications and standards may be specified by the Purchaser, typically the Supplier is given flexibility in developing the technical offering, and (iii) the Supplier has the incentive to complete the scope of the contract faster and make it less costly which may result in reduced quality of materials and performance.

It is important that, as part of procurement planning, the Purchaser considers the potential benefits, limitations, risks, and attributes of the two-stage- two envelope approach and makes an informed decision as to whether the use will be of benefit. Due attention should be given to the efficiency and capacity of the Purchaser’s procurement and contract administration arrangements; the potential response of the market; estimated total time required for the Purchaser to carry out the procurement process; as well as the Purchaser’s existing technical capability and any professional assistance required.

The Purchaser should perform necessary front-end tasks to provide adequate technical and contractual information to the Bidders. For example, (i) an adequately detailed description of the project outcome to enable the Bidder to understand the contract’s scope and costs fully; (ii) information in sufficient detail for Bidders to understand the nature and extent of the main project risks which can be reasonably relied upon by the Bidder in establishing its prices and other commercial decisions; and (iii) provide in the Bidding Document sufficiently detailed evaluation criteria (price, pass/fail, conversion to monetary expression and rateable with scores) that provide a clear focus on the priority aspects. Such tasks may include, as appropriate, specifying performance and/or functional, dimensional, integrations with existing equipment requirements, terms of contractual conditions, environmental, safety, health and social baseline information/ investigations, permits/ consents that have been obtained or are needed, etc.

If the Client has questions regarding the use of this SPD, the appropriate Bank official should be consulted.

To obtain further information on procurement under Caribbean Development Bank-financed projects, contact:

Procurement Policy Unit

Caribbean Development Bank

P.O. Box 408

Wildey, St. Michael

Barbados

Email: [procurement@caribank.org](mailto:procurement@caribank.org)

Website: [www.caribank.org/projects/procurement](http://www.caribank.org/projects/procurement)

**Preface**

This Standard Bidding Document for the Procurement of Goods has been prepared by the Caribbean Development Bank and is consistent with CDB’s Procurement Policy for Projects Financed by CDB and the Procurement Procedures for Projects Financed by CDB (November 2019) or the Procurement Procedures for Projects Financed by CDB (January, 2021).

**Note to Client**: This SPD has been updated to customise the integrity requirements to reflect the provisions of either the Procurement Procedures for Projects Financed by CDB (November 2019) or the Procurement Procedures for Projects Financed by CDB (January, 2021), as appropriate. Advisory text guides the client in finalising the relevant text in the following sections:

* Section I. Instructions to Bidders: sub-clause 4.6;
* Section II. Bid Data Sheet (BDS): sub-clause: 4.6;
* Section IV. Bidding forms;
* Section VI. Prohibited Practices and Other Integrity Related Matters: point (b) (iii); and
* Section IX. Particular Conditions of Contract, point (b) (iii) of Appendix A, Prohibited Practices and Other Integrity Related Matters.

The text throughout the Bidding Documents shows in italics “**Notes to the Client”.** These notes provide guidance to the entity in preparing the specific Bidding Documents (example Recipient or Executing Agency). The **“Notes to the Client”,** Foreword and Preface should be deleted from the final Bidding Documents that are issued to Bidders.

**Summary Description**

**Standard Procurement Documents for Procurement of Goods**

**PART 1 – BIDDING PROCEDURES**

**Section I. Instructions to Bidders (ITB)**

This Section provides relevant information to help prequalified Bidders prepare their Bids. It is based on a two-stage two envelope Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

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

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

**Section III. Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Most Advantageous Bid and the requirements for the Bidder’s qualification to perform the contract to be re-assessed.

**Section IV. Bidding Forms**

This Section includes the forms that are to be completed and submitted by the Bidder as part of its Bid.

**Section V. Eligible Countries**

This Section contains information regarding eligible countries.

**Section VI. Prohibited Practices and Other Integrity Related Matters**

This Section includes the provisions which apply to Prohibited Practices and other integrity related matters under this Bidding process.

**PART 2 – REQUIREMENTS**

**Section VII. Supply Requirements**

This section sets out a description of the functional and/or performance criteria of the Goods to be specified and supplied and any Related Services. It shall present, as appropriate, a statement of the required performance, results, specifications, and standards.

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section VIII. General Contract Conditions (GCC)**

This Section references the general conditions of contract (GCC) to be applied under the resulting contract(s). **The GCC shall not be modified.**

**Section IX. Special Contract Conditions (SCC)**

This Section contains clauses specific to each contract that modify or supplement Section VIII, GCC and the Appendix to the SCC, Prohibited Practices and Other Integrity Related Matters.

**Section X: Contract Forms**

This Section includes the forms which, once completed, will form part of the contract. These forms shall be completed only by the successful Bidder after contract award.

**Bidding Document for**

**Procurement of Goods**

**Two-Stage, Two Envelope after Prequalification**

**Procurement of:**

**Issued on:**

**ICB No:**

**Project:**

**Purchaser:**

**Country:**

**Standard Bidding Document**

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# **PART 1 – Bidding Procedures**

**Section I. Instructions to Bidders (ITB)**

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| **Section I. Instructions to Bidders (ITB)** | |
| **General** | |
| **Scope of Bid** | * 1. The Purchaser indicated in Section II, Bid Data Sheet (BDS), issues this Bidding Document for the procurement of Goods and if applicable any Related Services), as specified in Section VII, Supply Requirements. Bidders must quote for the entire scope of the Goods on a ‘single responsibility basis’. |
|  | * 1. Unless otherwise stated, throughout this Bidding Document:  1. the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if **specified in the BDS**, distributed, or received through electronic-procurement system used by the Purchaser) with proof of receipt; 2. if the context so requires, “singular” means “plural’ and vice versa; 3. “Bank” and “CDB” these terms are used interchangeably throughout the Bidding Document and both mean the Caribbean Development Bank; 4. “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Recipient. It excludes the Recipient’s official public holidays; 5. “Discount” means a reduction offered by a Bidder on the prices quoted and is read out at the Bid opening of Stage 2 Financial Part; |
|  | 1. “Prequalification Document” means a request by the Purchaser that results, after its examination, in only prequalified Bidders now being invited to bid for the Goods; and 2. “Subcontractor” and “Subsupplier” shall have the meanings conferred to them in Clause 1 of the General Conditions of Contract. 3. “Specialised Subcontractor” or “Specialised Subsupplier” means a Subcontractor or Subsupplier identified in the Bidder’s Application (in response to the Prequalification Documents), or in Stages 1 and 2 Technical Bids, and where applicable, has been accepted by the Purchaser. |
| **Source of Funds** | 1. The Recipient of CDB Financing (hereinafter called “Recipient”) **indicated in the BDS** has applied for or received financing (hereinafter called “funds”) from CDB (hereinafter called “Bank” or “CDB”) toward the cost of the project **named in the BDS**. The Recipient intends to apply a portion of the funds to eligible payments under the contract for which this Bidding Document is issued. |
|  | 1. Payments by CDB will be made only at the request of the Recipient and will be subject, in all respects, to the terms and conditions of the financing agreement between the Recipient and CDB *(*hereinafter called the “Financing Agreement”). The Financing Agreement prohibits a withdrawal from the grant or loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the Financing Agreement or have any claim to the proceeds of the financing. |
| **Prohibited Practices and Other Integrity Related Matters** | 1. CDB requires compliance with CDB’s policy on Prohibited Practices and Other Integrity Related Matters, as set forth in Section VI, Prohibited Practices and Other Integrity Related Matters. |
|  | 1. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), Specialised or other Subcontractors, subconsultants, service providers, suppliers, Subsuppliers and personnel, to permit CDB to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, Bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by CDB. |
| **Eligible Bidders** | 1. Bidders shall meet the eligibility criteria as per this ITB and Section V. |
|  | 1. A Bidder may be a firm that is a private entity, a stated-owned owned enterprise or institution, subject to **ITB 4.9**, or any combination of them in the form of a Joint Venture (JV) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a joint venture, all partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Bidding process and during contract execution (in the event the JV is awarded the Contract). Unless **specified in the BDS**, there is no limit on the number of partners in a JV. |
|  | 1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a Specialised or other Subcontractor or Subsupplier in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a Subcontractor or Subsupplier in more than one Bid. |
|  | 1. Bidders or joint venture partners shall have the nationality of an eligible country as detailed in Section V and shall comply with the following:    1. be legally constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an Eligible Country;    2. be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and    3. shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e., more than fifty (50) percent of the value of the contract, will accrue or be paid to Subcontractors that are not from an Eligible Country. |
|  | 1. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:    * 1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or      2. receives or has received any direct or indirect subsidy from another Bidder; or      3. has the same legal representative as another Bidder; or 2. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or 3. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Bid; or 4. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Recipient for the Contract implementation; or 5. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project **specified in the BDS ITB 2.1** 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; or 6. has a close business or family relationship with professional staff of the Recipient (or of the project implementing agency, or of a recipient of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the Bidding Document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.A Bidder that has been suspended or sanctioned by CDB ***[Note to client: if project is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), please include the following text]*** or against whom an MDB Debarment[[1]](#footnote-1)/ or MDB Cross-Debarment[[2]](#footnote-2)/ has been imposed, subject to the provisions of Section VI, shall be ineligible to Bid for or be awarded a CDB-financed contract or benefit from a CDB-financed contract, financially or otherwise, during such period of time as CDB shall have determined ***[Note to client: if Project is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), please include the following text]*** or an MDB Debarment or Cross-Debarment is in effect. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**. |
|  | 1. A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless CDB, at the Recipient’s request, is satisfied that the debarment; (a) relates to Prohibited Practices, as defined in Section VI, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process. |
|  | 1. A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid or Proposal Securing Declaration. |
|  | 1. Bidders that are state-owned enterprises or institutions from an eligible country, as pursuant to Section V, may be eligible to Bid and be awarded a Contract(s) only if they can establish, in a manner acceptable to CDB, that they: 2. are legally and financially autonomous. “Legally autonomous” means a legal entity separate from the eligible country’s government. “Financially autonomous” means not receiving budget support from any public entity, and not being obliged to pass financial surplus to the same, except through dividends to shareholders; and |
|  | 1. operate under commercial law – Being vested with legal rights and liabilities similar to any commercial enterprise, including, being incorporated, or established by statutory charter under local law; having the right: 2. to enter into legally binding contracts;   (ii) to sue;  (iii) to be sued; and  (iv) to borrow money, being liable for the repayment of debts and being able to be declared bankrupt. |
|  | 1. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Recipient’s Country prohibits commercial relations with that country, provided that CDB is satisfied that such exclusion does not preclude effective competition for the supply of the Goods required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Goods are implemented across jurisdictional boundaries (and more than one country is a Recipient, and is involved in the procurement), then exclusion of a firm or individual on the basis of **ITB 4.10** (a) above by any country may be applied to that procurement across other countries involved, if CDB and the Recipients involved in the procurement agree. |
|  | 1. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. 2. Bidding for the Goods is open only to prequalified Bidders. |
| **Eligible Goods and Related Services** | 1. All Goods and Related Services to be supplied under the Contract and financed by the Bank, shall have their source and origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Purchaser’s request, Bidders may be required to provide evidence of the origin of Goods and Related Services. |
|  | 1. For purposes of this ITB, the term “Goods” includes commodities, raw materials, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance. |
|  | * 1. The term “origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognised article results that differ substantially in its basic characteristics from its components. |
| **Contents of the Bidding Document** | |
| **Sections of the Bidding Document** | 1. The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and 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 * Section IV. Bidding Forms * Section V. Eligible Countries |
|  | * Section VI. Prohibited Practices and Other Integrity Related Matters   **PART 2 Requirements**   * Section VII. Supply Requirements   **PART 3 Conditions of Contract and Contract Forms**   * Section VIII. General Conditions of Contract (GCC) * Section IX. Special Conditions of Contract (SCC) * Section X. Contract Forms |
|  | 1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document. 2. Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with **ITB 8**. In case of any contradiction, documents obtained directly from the Purchaser shall prevail. 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 or documentation as is required by the Bidding Document. |
| **Clarification of the Bidding Document, Site Visit, Pre-Bid Meeting** | * 1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the BDS or raise its enquiries during the pre-bid meeting if provided for in accordance with **ITB 7.4**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with **ITB 6.3,** including a description of the inquiry but without identifying its source. 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** and **ITB 19.2**. |
|  | * 1. Where applicable the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for the Goods. The costs of visiting the Site shall be at the Bidder’s own expense. |
|  | * 1. Pursuant to **ITB 7.2**, where he Bidder and any of its personnel or agents have been granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit. |
|  | The Bidder’s designated representative is invited to attend a pre-bid meeting and/or a site visit, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at that stage. |
|  | * 1. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than seven working days before the meeting. |
|  | * 1. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with **ITB 6.3**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITB 8** and not through the minutes of the pre-bid meeting. |
|  | * 1. Non-attendance at the pre-bid meeting or site visit will not be a cause for disqualification of a Bidder. |
| **Amendment of the Bidding Document** | * 1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Document by issuing addenda. |
|  | * 1. 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 Purchaserin accordance with **ITB 6.3**. |
|  | * 1. To give prospective 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 19.2** and **ITB 36.2**. |
| **Preparation of First Stage Bids (Technical)** | |
| **Cost of Bidding** | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| **Contacting the Purchaser** | * 1. Notwithstanding **ITB 26**, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing. |
|  | * 1. If a Bidder tries to directly influence the Purchaser or otherwise interfere in the Bid evaluation process and the Contract award decision, its Bid may be rejected. |
| **Language of Bid** | * 1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, 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 specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **Documents Comprising the Bid** | * 1. The First Stage Bid (Technical) shall comprise the following:  1. Letter of First Stage Bid; 2. alternative technical Bids in accordance with **ITB 13;** |
|  | 1. written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with **ITB 17.3;** |
|  | 1. documentary evidence that the Bidder continues to be eligible and qualified status to perform the contract if its Bid is accepted; |
|  | 1. documentary evidence in accordance with **ITB 15** that the Goods offered by the Bidder conform to the Bidding Document; 2. Bidders shall give details of all departures in their First Stage Bid (Technical) with respect to the contractual terms and conditions and/or to the required technical features specified in the performance and/or functional requirements, that they would like the Purchaser to consider during the evaluation of First Stage Bids (Technical) and any Clarification Meeting(s) with the Bidder, pursuant to **ITB 23** through **ITB 26**; |
|  | 1. in the case of a Bid submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Goods to be executed by the respective partners; 2. list of Specialised Subcontractors or Subsupplier, in accordance with **ITB 15.4**; and, where identified by the Purchaser, a Manufacturer’s Authorisation using the Form inSection IV; and 3. any other document **required in the BDS**. |
| **Alternative Bids** | * 1. Bidders shall note that they are permitted to propose technical alternatives with their First Stage Bid (technical) in addition to or in lieu of the requirements specified in the Bidding Document, provided they can document that the proposed technical alternatives are to the benefit of the Purchaser, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the Bidding Document. |
|  | * 1. Any alternative technical proposal submitted by Bidders as part of their First Stage technical Bid will be the subject of clarification with the Bidder, pursuant to **ITB 26.** |
| **Documents Establishing the Qualifications of the Bidder** | 1. In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the qualification criteria used at the time of prequalification, the Bidder shall provide updated information on any assessed aspect that changed from that time. |
|  | 1. If a regional margin of preference applies in accordance with **ITB 51.1**, regional Bidders, individually or in joint ventures, applying for eligibility for regional preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with **ITB 51.1**. |
|  | 1. Any change in the structure or formation of a Bidder after being prequalified and invited to submit a First Stage Bid (Technical) (including, in the case of a JV, any change in the structure or formation of any member and any change in any Specialised Subcontractors or Subsuppliers) shall be subject to the written approval of the Purchaser prior to the deadline for submission of First Stage Bids (Technical). Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; (iii) no longer continues to be in the list of prequalified Bidders as a result of the Purchaser’s re-evaluation of the Application in accordance with criteria specified in the Prequalification Documents; or (iv) in the opinion of the Purchaser, the change may result in a substantial reduction in competition. Any such change should be submitted to the Purchaser not later than fourteen (14) days after the Notice of Request for Bids for the First Stage. |
| **Documents Establishing Conformity of the Goods** | * 1. Pursuant to **ITB 12.1** (e), the Bidder shall furnish, as part of its Bid, documents establishing the conformity of the Goods that the Bidder proposes to specify and provide under the Contract, to the Bidding Document. |
|  | * 1. The documentary evidence of the conformity of the Goods with the Bidding Document may be in the form of literature, drawings, and data, and shall include:  1. the documents specified in Section IV (Bid Forms) - Technical Proposal; 2. detailed description of the essential technical and functional/performance characteristics of the proposed Goods, in response to the Supply Requirements; and 3. adequate evidence demonstrating the substantial responsiveness of the Goods to the Supply Requirements. Bidders shall note that standards for specifications, workmanship, materials, and equipment designated by the Purchaser in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, in its technical proposal, provided that it demonstrates to the Purchaser’s satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Supply Requirements specified by the Purchaser. |
|  | * 1. For their Second Stage Technical and Financial Bids, the invited Bidders are expected to offer the same technical proposal as in the First Stage, unless changes are explicitly permitted or required in the Bidder-specific memorandum entitled “Changes Required Pursuant to First Stage Evaluation” pursuant to **ITB 26.7** or are implied or triggered by Addenda to the Bidding Document issued in the Second Stage. Bidders that deviate from their First Stage Technical Bids without specific endorsement by their memorandum or without a reason clearly established by Addenda issued in the Second Stage, place their Bid at risk of being rejected. |
|  | 15.4 The Bidder shall be responsible for ensuring that any proposed Specialised Subcontractor or Subsupplier any other proposed Subcontractor or Subsupplier complies with the requirements of **ITB 4**, and that their scope of supply or services comply with the requirements of **ITB 5** and **ITB 15.1**. |
| **First Stage Technical- Bid Submission Form** | 16.1 The Bidder shall complete the Letter of First Stage Bid furnished in the Bid Forms (Section IV) in the manner and detail indicated in this section and submit this form with the Bid. |
| **Format and Signing of First Stage Bid** | * 1. The Bidder shall prepare the Bid, in accordance with **ITB 12** and **ITB 18** and the number of copies **specified in the BDS**.   2. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. |
|  | * 1. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. The authorisation must be in writing **as specified in the BDS** and included in the Bid pursuant to **ITB 12.1** (c). The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Bid, where entries or amendments have been made shall be signed or initialled by the person or persons signing the Bid. |
|  | * 1. In case the Bidder is a JV, the Bid shall be signed by an authorised representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives.   2. The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.   3. Signing and submission of a First Stage Bid (Technical) shall not bind or obligate the Bidder to submit a Second Stage Bid (Technical and Financial). |
| **Submission of First Stage Bids (Technical)** | |
| **Sealing and Marking of First Stage Bids** | * 1. The Bidder shall submit a signed and complete Bid comprising the documents and forms in accordance with ITB 12. The submission can be done by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures **specified in the BDS.** |
|  | * 1. The signed Technical Bid shall be marked “ORIGINAL”, and the copies marked “COPY” as appropriate. The number of copies is **indicated in the BDS**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.   2. The original and all the copies of the Technical Bid shall be placed inside a sealed envelope clearly marked “FIRST STAGE BID - TECHNICAL”, “[Title of the Goods]”, [reference number], [name and address of the Bidder], [address of the Purchaser **given in the** **BDS]** and with a warning “DO NOT OPEN UNTIL [DATE AND THE TIME OF THE TECHNICAL BID SUBMISSION DEADLINE **INDICATED IN THE BDS**].” If the outer envelope is not sealed and marked as required by **ITB 18.1** and **ITB 18.2**, the Purchaser will assume no responsibility for the Bid’s misplacement or premature opening. |
|  | * 1. If Alternative Bids are permitted in accordance with **ITB 13**, the Alternative Bids shall be submitted as follows: the original of the Alternative Bid Technical Part and the required copies per the BDS shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part and copies shall be placed in a sealed envelope marked “ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID” |
|  | * 1. The envelope marked Alternative BID” shall be enclosed in the envelope containing the TECHNICAL AND FINANCIAL PARTS of the Bid, as described in **ITB 18.4.** |
| **Deadline for Submission of First Stage Bids (Technical)** | * 1. First Stage Bids (Technical) must be received by the Purchaser at the address specified, and no later than the time and date **specified, in the BDS**. Bidders have the option of submitting their Bids electronically if **specified in the BDS**. |
|  | * 1. The Purchaser may, at its discretion, extend the deadline for submission of Bids by amending the Bidding Document in accordance with **ITB 8.3**, in which case all rights and obligations of the Purchaser and Bidders will thereafter be subject to the deadline as extended. |
| **Late Bids** | * 1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with **ITB 19**. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| **Withdrawal, Substitution, and Modification of Bids** | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted, and before the deadline for submission of Bids, by sending a written notice, duly signed by an authorised representative, including a copy of the authorisation in accordance with **ITB 17.3** and **ITB 17.4**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be: |
|  | 1. prepared and submitted in accordance with **ITB 17** and **ITB 18** (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “First Stage Bid (Technical) - Withdrawal,” “First Stage Bid (Technical) - Substitution,” “First Stage Bid (Technical) - Modification;” and 2. received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with **ITB 19.** |
|  | * 1. Bids requested to be withdrawn in accordance with **ITB 21.1** shall be returned unopened to the Bidders. |
| **Opening and Evaluation of First Stage Bids (Technical)** | |
| **Public Opening of First Stage Bids (Technical)** | * 1. Except as in the cases specified in **ITB 20** and **ITB 21.1**, the Purchaser shall conduct the Bid opening in public, in the presence of Bidders` designated representatives and anyone who chooses to attend, and at the address, date and time **specified in the BDS.** Any specific electronic Bid opening procedures, if permitted, shall be as **specified in the BDS**. |
|  | * 1. First, the written notice of withdrawal in the envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Bid opening. |
|  | * 1. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding First Stage Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Bid opening. |
|  | * 1. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Bid opening.   22.5 Next, all remaining envelopes shall be opened one at a time, reading out the name of the Bidder; any previously read out Modifications; an Alternative Technical Bid; and other such details as the Purchaser, at its discretion, may consider appropriate and recorded in the minutes of the First Stage Bid (Technical) opening. The Bidders’ representatives who are present shall be requested to sign the minutes. 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 that met the deadline for submitting Bids. |
|  | * 1. At the Bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 20.1**).   22.7 Only Bids that are opened and read out at Bid opening shall be considered further. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 20.1**). |
| **Determination of Responsiveness of First Stage Bids** | 23.1 The Purchaser will examine the First Stage Bids (Technical), including any alternatives submitted by Bidders, to determine whether they are complete, have been properly signed, and are generally in order. |
|  | 23.2 The Purchaser will also determine if the Bids contain departures from the requirements of the Bidding Document (e.g., documentary evidence, responsiveness of the technical Bid) in such numbers or of such nature that the Bid cannot reasonably be expected to become responsive within the framework of the two-stage process. In this case, the Purchaser, at its discretion, may exclude the Bid from further consideration and not issue a Bidding Document - Second Stage to this Bidder. For all other Bids, the Purchaser, through the detailed First Stage Bid evaluation process, will identify and communicate to the Bidders, pursuant to **ITB 26**, all those areas for which their Bids depart from the requirements. |
| **Technical Evaluation of First Stage Bids** | 24.1 The Purchaser will carry out a detailed technical evaluation of each First Stage Bid (Technical) that was determined to be responsive in accordance with to **ITB 23**, in order to |
|  | determine whether the technical aspects of the Bid are responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Purchaser will examine the information supplied by the Bidders, pursuant to **ITB 12** to **ITB 15**, and in response to other requirements in the Bidding Document, taking into account the following factors: |
|  | 1. overall completeness and compliance with the Supply Requirements, the technical merits of any alternatives offered, conformity of the Goods with specified functional/performance requirements in the Bidding Document; 2. quality of the technical proposal including, as appropriate, the specifications, methodology, component sourcing strategies including in house build and outsourcing, methodology for any services, organisational structure to effect delivery and management strategy, availability of required resources, allocation and risk assessment and the sustainability of the proposed Goods; 3. compliance with the delivery schedule called for and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Bid; 4. proposed deviations in the Bid to the contractual provisions stipulated in the Bidding Document; and 5. any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration as specified in Section III- Evaluation and Qualification Criteria. |
|  | * 1. The Purchaser will also review complete alternative technical proposals, if any, offered by the Bidder, pursuant to **ITB 13**, to determine whether such alternatives may constitute an acceptable basis for a Second Stage Bid to be submitted on its own merits. |
| **Evaluation of Bidder’s Qualification** | 25.1 The Purchaser shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with **ITB 12.1** (d), and Section III - Evaluation |
|  | and Qualification Criteria the Bidder continues to be qualified to satisfactorily perform the Contract. If there are issues with the continued qualification of the Bidder, the Purchaser may explore ways to address the issues with the Bidder during clarification meeting(s) pursuant to **ITB 26**. |
| **Clarification of First Stage Bids and Review of Bidders’ Proposed Deviations and Alternative Solutions** | 26.1 The Purchaser may conduct clarification Meeting/Meetings with each responsive Bidder to clarify aspects of the First Stage Bids (Technical) that require explanation and to review any Bidder’s proposed alternative solutions or reservations to the commercial or contractual provisions of the Bidding Document. The purpose of the meetings shall be broad enough to permit discovery and clarification of technical aspects as well as commercial terms and conditions. Such a meeting shall review suitability of the proposed solutions. |
|  | * 1. During the discovery and clarification meetings, the Purchaser will be able to engage in a process to refine its requirements and identify appropriate changes to the technical and commercial terms. The Bidder may also bring to the Purchaser’s attention any changes it would like to make to its First Stage Bid (Technical) in the Second Stage Bid (Technical and Financial). |
|  | * 1. There is no obligation upon the Bidder to attend a Clarification Meeting. If the bidder is unable, or declines, to attend a Clarification Meeting, the Purchaser will undertake a reasonable effort to achieve the required clarification by correspondence with the Bidder or by other means such as audio or videoconference as may be available. Any reduction in the scope for obtaining complete clarification of a First Stage Bid (Technical) due to having to use these alternative methods is at the Bidder’s risk of its Bid being rejected. |
|  | * 1. The Purchaser will advise the Bidder, pursuant to **ITB 12.1** (f), of any deviations the Bidder made or proposed in the First Stage Bid (Technical) that the Purchaser finds:   2. unacceptable and that must be withdrawn in the Second Stage Bid (Technical and Financial);   3. acceptable and that will be incorporated into the Bidding Document by way of an Addendum that shall be sent to all Bidders invited to submit a Second Stage Bid.   If any deviation is waived for a Bidder, the Purchaser will ensure that this deviation is also waived for all other Bidders, as applicable. |
|  | * 1. Each Clarification Meeting must be attended by a person or persons that, through a written power of attorney, is/are duly authorised to represent the Bidder in the discussions and to reach agreement with the Purchaser on the specific changes in the Bidder’s First Stage Bid (Technical) that are required if the Bidder is to submit a Second Stage Bid (Technical and Financial). The Purchaser will not be responsible for any costs incurred by the Bidder’s party for and in attending the Clarification Meeting(s). An invitation for, and attendance at, Clarification Meetings does not necessarily imply that the Bidder will be invited for the second stage. However, if Clarification Meetings are held, all Bidders that have been determined to be responsive in accordance with **ITB 23.2** will be offered the opportunity of such a meeting, even if their Bids, in the Purchaser’s opinion, do not require face to face clarification. |
|  | * 1. Any information relating to the evaluation of the Stage one Technical Part of each Bidder shall be held confidential by the Purchaser. It will not be disclosed to other Bidders or any other persons not officially concerned with the Bidding process until the Notification of evaluation of the Stage two Technical Part in accordance with **ITB 47**. This confidentiality will include the Bidder-specific memorandum pursuant to **ITB 26.7**, or any minutes written of the Clarification Meeting(s) or any correspondence exchanged between a specific Bidder and the Purchaser, will not be shared with other Bidders. Except for the memorandum, no requirements upon the Bidder’s Second Stage Bid (Technical and Financial) will be implied from any additional Bidder-specific minutes of meetings or correspondence. However, Purchaser and Bidder might use these documents, as appropriate, as clarification information in the second stage of Bid preparation or evaluation, respectively. |
|  | * 1. At the end of the clarification process, the Purchaser will prepare a Bidder-specific memorandum entitled “Changes Required Pursuant to First Stage Evaluation” and convey this to the relevant Bidder as part of the Invitation for Bids – Second Stage Technical and Financial Bid. |
| **Invitation to Second Stage Bids (Technical and Financial)** | |
| **Invitation to Submit Second Stage Bids (Technical and Financial)** | 27.1 Having concluded the First Stage Technical evaluation (including any Clarification Meetings), the Purchaser:   1. may issue an Addendum to the Bidding Document amending, among others, BDS, the Special Contract Conditions, and the Technical Requirements with the objective of improving competition without compromising the essential performance and/functional requirements (e.g., acceptable deviations brought to the Purchaser’s attention by one or more Bidders; sharpened formulation of certain Technical Requirements; adjustments to the Delivery Schedule; etc.): |
|  | 1. will either: 2. invite the Bidder to submit Second Stage Bid (Technical and Financial), with an updated technical Bid (reflecting the Bidder-specific memorandum entitled “Changes Required Pursuant to First Stage Technical Evaluation” and/or in Addenda to the Bidding Document) and a corresponding financial Bid, or   (ii) notify the Bidder that its Bid has been rejected on the grounds of being non-responsive, or that the Bidder does not continue to meet the minimum qualification requirements set forth in the Prequalification Document and in Section III - Evaluation and Qualification Criteria. |
|  | * 1. Bidders invited to submit Second Stage Bids (Technical and Financial) are required to promptly acknowledge to the Purchaser the receipt of the Invitation for Bids - Second Stage Technical and Financial Bid and the attachments, if any, listed in it.   2. The deadline and address for the submission of Second Stage Technical and Financial Bids will be specified in the Invitation for Bids – Second Stage Technical and Financial Bid. Similarly, the required Bid-securing Declaration or the amount of the required Bid Security will also be communicated in the same Invitation.   27.4 Bidders are not allowed to form a Joint Venture with other Bidders, nor change Specialised Subcontractors or Subsupplier, the partner(s) or the structure of the Joint Venture without the Purchaser’s approval. |
| **Preparation of Second Stage Bids (Technical and Financial)** | |
| **Documents Comprising the Second Stage Bid (Technical and Financial)** | 28.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes. One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID”. |
|  | * 1. The Technical Part shall comprise the following:  1. **Letter of Bid - Second Stage – Technical Part** prepared in accordance with **ITB 29.**1; 2. **Bid Security or Bid-Securing Declaration**: in accordance with **ITB 32**; 3. **Authorisation:** written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with **ITB 34.2;** 4. **Updated First Stage Bid (Technical):** comprising any modifications required to the first stage technical Bid as recorded in the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation”; 5. **Bidder’s Eligibility and Qualification:** documentary evidence regarding any changes that may have occurred between the time of submitting the First and Second Stage Bids that have any material effect on the Bidder’s eligibility and qualifications to perform the Contract. This would include any changes to the JV partners in accordance with **ITB 12.1** (g); 6. **Eligibility of the Goods:** documentary evidence establishing that any additional or varied Goods in accordance with the requirements of the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation”, are technically acceptable. The documentary evidence of the conformity of the Goods to the requirements of the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation” may be in the form of literature, drawings and data; 7. **Subcontractors**: if the Bidder proposes to engage any Specialised or other Subcontractors or Subsupplier additional to or different from those named in its First Stage Bid (Technical) for major items or services of the Goods, the Bidder shall give details of the name and nationality of the proposed Specialised or other Subcontractors or Subsupplier for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Purchaser for these items; 8. **Manufacturers’ Authorisation**: that, if **required in the BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorisation using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country; 9. **Agent:** that, if **required in the BDS,** in case of a Bidder not doing business within the Purchaser’s Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and 10. Any other documentation and information which may be **specified in the BDS.** |
|  | * 1. The First Stage Bid – Technical on which the Second Stage Bid is based, while not having to be resubmitted, remains an implied, integral part of the Second Stage Bid. The Bid validity period pursuant to **ITB 33** will include any parts or provisions of the First Stage Bid as referenced, assumed, or implied by the Second Stage Bid. |
|  | * 1. The Financial Part shall comprise the following:  1. **Letter of Bid – Second Stage - Financial Part**: prepared in accordance with **ITB 2**9; 2. **Price Schedules**: completed and prepared in accordance with **ITB 30** and **ITB 31**; 3. **Financial Disclosure**: The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid; and 4. Other: any **other document required in the** **BDS.** |
| **29. Letters of Bid, and Schedules** | 29.1 The Bidder shall complete the Letter of Bid Second Stage – Technical Part and Letter of Bid Second Stage - Financial Part using the relevant forms furnished in Section IV, Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB 17.3**. All blank spaces shall be filled in with the information requested. |
| **30. Bid Prices and Discounts** | * 1. Bidders shall quote for the entire Goods on a “single responsibility” basis, unless **specified otherwise in the BDS**, such that the total lump sum Bid price, subject to any adjustments, in accordance with the Contract, covers all the Supplier’s obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the specifications, manufacture, including procurement and subcontracting (if any), delivery and any Related Services of the Goods, where so required by the Bidding Document, all in accordance with the requirements of the General Contract Conditions. |
|  | * 1. The prices and any Discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.   2. The price to be quoted in the Letter of Bid - Financial Part in accordance with **ITB 29.1** shall be the total price of the Bid, excluding any Discounts offered.   3. Bidders wishing to offer any Discount shall specify in their Letter of Bid the offered Discounts and the manner in which Discounts will apply in the Letter of Bid – Financial Part, in accordance with **ITB 29.1**. |
|  | * 1. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise **specified in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if in **accordance with the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. |
|  | * 1. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as **specified in the BDS**. |
|  | * 1. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any Eligible Country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any Eligible Country, in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner*:*  1. For Goods manufactured in the Purchaser’s Country: 2. the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; 3. any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and 4. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.** 5. For Goods manufactured outside the Purchaser’s Country, to be imported: 6. the price of the Goods, quoted CIP, named place of destination, in the Purchaser’s Country, as **specified in the BDS**; 7. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**; 8. For Goods manufactured outside the Purchaser’s Country, already imported: 9. the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported; 10. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported; 11. the price of the Goods, obtained as the difference between (i) and (ii) above; 12. any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and 13. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**. 14. For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Supply Requirements, the price of each item comprising the Related Services and any Purchaser’s Country sales tax and other taxes which will be payable on the Related Services, if the Contract is awarded to the Bidder. |
| **31. Bid Currencies** | 31.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as **specified in the BDS**.  31.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser’s Country. |
| **32. Securing the Bid** | 32.1 The Bidder shall furnish as part of its Technical Bid, either a Bid-Securing Declaration or a Bid Security as **specified in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency **specified in the BDS.** |
|  | 32.2 A Bid-Securing Declaration shall use the form included in Section IV, Bid Forms.  32.3 If a Bid Security is specified pursuant to **ITB 32.1**, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option:  an unconditional guarantee issued by a bank or a non-bank financial institution (such as an insurance, bonding, or surety company);  an irrevocable letter of credit;  (c) a cashier’s or certified check; or  another security **specified in the BDS,** from a reputable source from an Eligible Country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser’s Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable. |
|  | 32.4 In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bid Forms or in another substantially similar format approved by the Purchaser prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under **ITB 33.2**.  32.5 If a Bid Security or a Bid-Securing Declaration is specified pursuant to **ITB 32.1**, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.  32.6 If a Bid Security is specified in accordance with **ITB 32.1**, the Bid Security of the Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract, furnished the required Performance Security. |
|  | 32.7 The Bid Security may be forfeited:  if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or  if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or  if the successful Bidder fails to:  sign the Contract in accordance with **ITB 63**; or  furnish a Performance Security in accordance with **ITB 64**. |
|  | 32.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Bids, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in **ITB 4.2**. |
|  | 32.9 If a Bid Security is not **required in the BDS**, and:  (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or  if the successful Bidder fails to:  (i) sign the Contract in accordance with **ITB 63;** or  (ii) furnish a performance security in accordance with **ITB 64**,  the Purchaser may, if **provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time as **stated in the BDS**. |
| **33. Period of Validity of Bids** | 33.1 Bids shall remain valid until the date **specified in the BDS** and included by the Bidder in the Second Stage Bidding Document or any extended date if amended by the Purchaser in accordance with **ITB 8**. A Bid that is not valid until the date specified in the Second Stage Bidding Document or any extended date if amended by the Purchaser in accordance with **ITB 8**, shall be rejected by the Purchaser as nonresponsive. |
|  | 33.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the date of validity until a specified date. The request and the responses shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security. Except as provided in **ITB 33.3**, a Bidder agreeing to the request will not be required or permitted to modify its Bid but will be required to ensure that the Bid Security is extended for a correspondingly longer period, pursuant to **ITB 32.4**. |
|  | * 1. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with **ITB 33.1**, the contract price will be adjusted as **specified in the BDS**. Bid evaluation will be based on the Bid prices without taking into consideration the above correction. |
| **Format and Signing of Second Stage Bid (Technical and Financial Bid)** | 34.1 The Bidder shall prepare an original and the number of copies/sets of the Bid **specified in the BDS**, clearly marking each one as: “Stage 2 Bid – Original” and “Stage 2 Bid – copy”. In the event of any discrepancy between them, the original shall govern. |
|  | 34.2 The original and all copies of the Bid, each consisting of the documents listed in **ITB 28.2**, shall be typed, or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. The authorisation must be in writing **as specified in the BDS** and included in the Bid pursuant to **ITB 28.2**(c). The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. |
|  | In case the Bidder is a JV, the Bid shall be signed by an authorised representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives.   * 1. The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid. |
| **Submission of Second Stage Bids (Technical and Financial)** | |
| **35. Submission, Sealing and Marking of Bids** | 35.1 Unless **the BDS states** that Bids are to be submitted electronically the following procedures shall apply: |
|  | (a) The Bidder shall deliver by mail or hand the Bid and the signed Technical Part and Financial Part shall be marked “ORIGINAL”, and the copies of each Part marked “COPY” as appropriate. The number of copies is **indicated in the BDS.** All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. When so **specified in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures **specified in the BDS**. |
|  | The original and all the copies of the Technical Part shall be placed inside of a sealed envelope clearly marked “TECHNICAL PART”, “[Title of the Goods]”, [reference number], [name and address of the Bidder], and with a warning “DO NOT OPEN UNTIL [DATE AND THE TIME OF THE TECHNICAL PART SUBMISSION DEADLINE INDICATED IN THE BDS].” |
|  | Similarly, the original and all the copies of the Financial Part shall be placed inside of a sealed envelope clearly marked “FINANCIAL PART”, “[Title of the Goods]”, [reference number], [name and address of the Bidder], and with a warning “DO NOT OPEN WITH THE TECHNICAL PART.”  The sealed envelopes containing the Technical and Financial Parts shall be placed into one, outer envelope and sealed. This outer envelope shall bear the submission address, reference number, the Title of the Goods, Bidder’s name, and the address, and shall be clearly marked “TECHNICAL AND FINANCIAL PARTS - DO NOT OPEN BEFORE [insert the time and date of the submission deadline **indicated in the BDS]”.** |
|  | 35.2 If all envelopes are not submitted, sealed, and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. |
| **36. Deadline for Submission of Bids** | 36.1 Stage 2 Bids must be received by the Purchaser at the address **stated in the BDS** and no later than the date and time **indicated in the BDS**.  36.2 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 Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **37. Late Bids** | 37.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| **38. Withdrawal, Substitution, and Modification of Bids** | 38.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted, and before the deadline for submission of Bids, by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with **ITB 34.2**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be: |
|  | 1. prepared and submitted in accordance with **ITB 34** and **ITB 35** (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Stage 2 Bid - Withdrawal”; “Stage 2 Bid – Substitution (“Technical Part” and/or “Financial Part”)”; “Stage 2 Bid – Modification (“Technical Part” and/or “Financial Part”);”and 2. received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with **ITB 36.**   38.2 Bids requested to be withdrawn in accordance with **ITB 38.1** shall be returned unopened to the Bidders. |
| **Second Stage: Public Opening of Technical Part** | |
| **39. Public Opening Second Stage of Technical Part** | * 1. Except as in the cases specified in **ITB 37.1** and **ITB 39.1**(a), the Purchaser shall, at this Bid opening, publicly open and read out, in accordance with the Bidding Document, all Technical Part of Bids received by the deadline at the date, time and place **specified in the** **BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required, if electronic Procurement is permitted, shall be as **specified in the BDS.** |
|  | first, the written notice of “WITHDRAWAL” in the envelopes so marked shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Bid opening;  next, the envelopes marked SUBSTITUTION Stage 2 Technical Part” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Bid opening;  next, envelopes marked “MODIFICATION” Stage 2 Technical Part” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further;  next, all other envelopes marked “STAGE 2 BID – TECHNICAL PART” shall be opened one at a time. All envelopes marked “STAGE 2 BID – FINANCIAL” shall remain sealed and kept by the Purchaser in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the Technical Part envelopes, the Purchaser shall read out: the name of the Bidder and whether there is a modification; the presence or absence of a Bid security or a Bid-Securing Declaration; and any other details as the Purchaser may consider appropriate;  At the Bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 37.1**).  Only the Technical Part of Bids that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialled by representatives of the Purchaser attending Bid opening in the manner **specified in BDS.** |
|  | * 1. The Purchaser shall prepare a record of the public opening that shall include, as a minimum:   the name of the Bidder and whether there is a withdrawal, substitution, or modification.  the presence or absence of a duly sealed envelope marked “FINANCIAL PART”;  the presence or absence of a Bid Security or Bid-Securing Declaration.   * 1. 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 on time. |
| **Evaluation and Comparison of Bids – Second Stage – Technical and Financial Parts - General Provisions** | |
| **40. Confidentiality** | * 1. Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of evaluation of the Technical Part in accordance with **ITB 47**. Similarly, information related to the Financial Part shall not be disclosed until the Notification of Intention to Award Contract, when applicable, in accordance with **ITB 56.1**. |
| **41. Clarification of Bids** | 41.1 To assist in the examination, evaluation, and comparison of the Technical and Financial Parts, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. |
|  | 41.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser’s request for clarification, its Bid may be rejected. |
|  | * 1. Any effort by a Bidder to influence the Purchaser in the evaluation of the Bids may result in the rejection of its Bid.   2. Notwithstanding **ITB 41.3**, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing. |
| **42. Determination of Responsibility** | 42.1 The Purchaser’s determination of a Bid’s substantial responsiveness is to be based on the contents of the Bid itself. |
|  | For purposes of this determination, a substantially responsive Bid is one that (a) materially conforms with the First Stage Bid and (b) incorporates the modifications, if any, listed in the Bidder-specific memorandum titled “Changes Required Pursuant to First Stage Evaluation” pursuant to **ITB 26.7**, reflects amendments, if any, to the Bidding Document issued as Addenda together with or subsequent to the Invitation for Bids – Second Stage, pursuant to **ITB 27.1**. |
| **43. Deviations, Reservations and Omissions** | * 1. During the evaluation of Bids, the following definitions apply:  1. “Deviation” is a departure from the requirements specified in the Bidding Document; |
|  | 1. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and |
|  | 1. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document |
| **44. Non-conformities, Errors, and Omissions** | 44.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission. |
|  | 44.2 Provided that a 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 or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
|  | 44.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. |
| **Second Stage: Evaluation of Technical Part** | |
| **45. Evaluation of Technical Bids** | * 1. The Purchaser’s evaluation of technical Bids will be carried out as **specified in the BDS** and Section III, Evaluation and Qualification Criteria. |
|  | * 1. The scores to be given to technical factors and sub-factors are **specified in the BDS**. |
| **Qualifications of Bidders** | 46.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the Bidding Document, meet any minimum technical score as **specified in the BDS** and continue to meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria. The Purchaser reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of a Bidder to perform the contract. |
| **Public Opening of Financial Part of Bids** | |
| **Public Opening of the Financial Part** | * 1. Following the completion of the evaluation of the Technical Part of Bids, the Purchaser shall make the following notifications: |
|  | * + 1. Notify in writing those Bidders whose Bids were considered substantially non-responsive, including failing to meet any minimum technical score, to the requirements in the Bidding Document, advising them of the following information:        1. the grounds on which their Technical Part has been considered to be non-responsive. This will include a breakdown of the failed score against the minimum technical score;        2. their envelope marked “Financial Part” will be returned to them unopened after the completion of the Bid evaluation process and the signing of the Contract; |
|  | 1. simultaneously, notify in writing those Bidders whose Bids were considered substantially responsive including meeting any minimum technical score and qualification requirements in the Bidding Document, advising them that their Bid has been evaluated as substantially responsive to the Bidding Document. 2. notify all Bidders of the date, time and location of the public opening of the envelopes marked ‘Financial Part”.   The opening date should allow Bidders sufficient time to make arrangements for attending the opening. |
|  | * 1. The Financial Part will be opened in public by the Purchaser in the presence of Bidders, or their designated representatives, and anyone else who chooses to attend. Bidders whose Stage 2 Technical Bids were responsive, and substantively met the evaluation and Qualification Criteria, will have their envelopes marked “FINANCIAL PART” opened at the second public opening. Each envelope marked “Financial Part” shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Purchaser. Where envelopes with Financial “Substitutions” or “Modifications” were received before the deadline for the submission of Bids they shall be dealt with as those for the Technical Parts detailed in **ITB 22**. |
|  | * 1. The Purchaser shall read out the names of each Bidder, the technical score, the total Bid price(s), including any Discounts, and any other details as the Purchaser may consider appropriate. Only Discounts read out at the public opening shall be considered for evaluation. The Letter of Bid - Financial Part and the Price Schedules are to be initialled by representatives of the Purchaser attending the public opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked “FINANCIAL PART”. |
|  | * 1. The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:   (a) the name of the Bidders whose Financial Part was opened and where relevant the scores of their Technical Part;   * + 1. the Bid prices, including any Discounts.   1. The Bidders whose envelopes marked “Financial Part” have been opened, or their 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. |
| **Second Stage: Evaluation of Financial Part** | |
| **Evaluation of Financial Part** | * 1. To evaluate the Financial Part of each Bid, the Purchaser shall consider the following: |
|  | 1. establish that the Financial Part is responsive. 2. evaluation will be done for all Goods, as **specified in the BDS**; and the Bid Price as quoted in accordance with **ITB 30**; |
|  | 1. price adjustment for correction of arithmetic errors in accordance with **ITB 49.1**; 2. price adjustment due to Discounts offered in accordance with **ITB 30.2;** 3. converting the amount resulting from applying (b) to (d) above, if relevant, to a single currency in accordance with **ITB 50.1**; 4. price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 44**; 5. price adjustment due to application of a Margin of Preference, as applicable, in accordance with **ITB 5**1; and 6. any additional monetary evaluation factors indicated in the BDS and detailed in Section III, Evaluation and Qualification Criteria, in accordance with **ITB 48.4**; |
|  | * 1. If a price adjustment is allowed in accordance with **ITB 30.5**, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation. |
|  | * 1. **The Purchaser’s evaluation of a Bid will exclude and not take into account:**  1. in the case of Goods manufactured in the Purchaser’s Country, sales and other similar taxes, which will be payable on the Goods and Related Services if a contract is awarded to the Bidder; 2. in the case of Goods manufactured outside the Purchaser’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods and Related Services if the contract is awarded to the Bidder; |
|  | * 1. The Purchaser’s evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with **ITB 30**. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms, using, where applicable, the net present value method as **specified in the BDS,** to facilitate comparison of Bids, **unless otherwise specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in **ITB 48.1**. |
| **Correction of Arithmetical Errors** | * 1. In evaluating the Financial Part of each Bid, the Purchaser shall correct arithmetical errors on the following basis: |
|  | 1. if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; |
|  | 1. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and 2. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. |
|  | * 1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with **ITB 49.1**, shall result in the rejection of the Bid. |
| **Conversion to Single Currency** | * 1. For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as **specified in the BDS**. |
| **Margin of Preference** | * 1. Unless otherwise **specified in the BDS[[3]](#footnote-3)/**, a margin of preference shall not apply. |
|  |  |
| **Comparison of Financial Parts** | * 1. The Purchaser shall compare the evaluated Price of the Bids to determine the Bid that has the lowest evaluated Price, including Discounts. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Purchaser’s country, together with prices for any required installation, training, commissioning, and other services, but in accordance with **ITB 48.3** exclude the country taxes of the Purchaser. |
| **Evaluation - Technical and Financial Parts** | |
| **Evaluation of Technical and Financial Parts** | * 1. The Purchaser shall undertake the combined evaluation of Technical and Financial Parts by applying the weightings **described in in the BDS** and Section III, Evaluation and Qualification Criteria. This results in combined Technical and Financial scores. From these combined scores the Purchaser will rank the Bids, from the highest score (highest ranked Bid), to the lowest score (lowest ranked Bid). |
| **Most Advantageous Bid** | * 1. Following the combined evaluation of Technical and Financial Parts, as specified in **ITB 53.1**, and before the award of Contract, and Negotiations, the Purchaser shall determine the Most Advantageous Bid (MAB).   2. The MAB is the Bid of the Bidder that substantively meets the Qualification Criteria, and whose Bid has been determined to be:   (a) substantially responsive to the Bidding Document;  and  (b) the highest ranked Bid. |
| **55. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids** | 55.1 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 Bidders. In case of annulment, all Bids submitted and specifically Bid Securities shall be promptly returned to the Bidders. |
|  |  |
| **Standstill Period** | * 1. Where it is specified in the BDS that a standstill period applies, the Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 61. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognised by CDB, the Standstill Period shall not apply. |
| **Negotiations** | * 1. If **specified in the BDS**, the Purchaser may conduct Negotiations. This may happen following the combined evaluation of Technical and Financial Parts, and before the award of Contract. The procedure of the Negotiations will be **specified in the BDS** |
| **Notification of Intention to Award** | 58.1 Subject to ITB 56.1 specifying that a standstill period applies, the Purchaser shall send to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information: |
|  | 1. the name and address of the Bidder submitting the successful Bid; 2. the Contract price of the successful Bid; 3. the total combined score of the successful Bid; 4. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated prices and technical scores; 5. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the information in (c) above already reveals the reason; |
|  | 1. the expiry date of the Standstill Period; and 2. instructions on how to request a debriefing and/or submit a complaint during the standstill period. |
| **Award of Contract** | |
| **Award Criteria** | 59.1 Subject to **ITB 55.1**, the Purchaser shall award the Contract to the Bidder whose Bid has been determined to be the MAB, provided that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily. |
| **Purchaser’s Right to Vary Quantities at Time of Award** | * 1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Supply Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. |
| **Notification of Award** | 61.1 Prior to the expiration of the period of Bid validity and upon expiry of a Standstill Period, if specified in **ITB 56.1**, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). |
|  | * 1. Within two (2) weeks after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information: |
|  | name and address of the Purchaser;  name and reference number of the contract being awarded, and the selection method used;  names of all Bidders that submitted Bids, and their scoring of the Technical Part and prices in the Financial Part as read out at Financial Part opening, and as evaluated with a total score, and; |
|  | names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and  the name of the successful Bidder, the final total contract price, the contract duration, and a summary of its scope. |
|  | * 1. The Contract Award Notice shall be published on the Purchaser's website with free access, or, if not available, in at least one newspaper of national circulation in the Purchaser's country, or in the official gazette. The Contract Award Notice shall also be published by the Recipient on UNDB’s website. |
|  | 61.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. |
| **Debriefing by the Purchaser** | * 1. Where a standstill period is not employed, any Bidder who wishes to ascertain the grounds on which its Bid was not |
|  | selected, may request an explanation from the Purchaser once the Contract Award Notice has been published. The Purchaser shall promptly provide an explanation of why such Bid was not selected. The debriefing shall not include point-by-point comparisons with another Bid(s) and information that is confidential or commercially sensitive to other Bidders. |
|  | 62.2 Where a standstill period is employed:   * + 1. on receipt of the Purchaser’s Notification of Intention to Award referred to in **ITB 58**, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline; |
|  | * + 1. where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period; and |
|  | * + 1. where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. |
|  | * 1. The debriefings of unsuccessful Bidders referred to in **ITB 62.1** and 62.2 may be done in writing or verbally at the option of the Purchaser. The Bidder shall bear their own costs of attending such a debriefing meeting. |
| **Signing of Contract** | * 1. The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement. |
|  | * 1. The successful Bidder shall sign, date, and return to the Purchaser the Contract Agreement within twenty-eight (28) days of its receipt. |
|  | * 1. Notwithstanding **ITB 63.2** above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and CDB that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorisations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract Agreement**.** |
| **Performance Security** | 64.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, using for that purpose the |
|  | Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser’s Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required. |
|  | 64.2 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 and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next MAB. |
| **Procurement Related Complaints** | * 1. The procedures for making a Procurement-related Complaint are as specified in the BDS. |

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

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

***[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process.]***

***[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB – these should be deleted prior to issuance.]***

|  |  |
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| **A. General** | |
| **ITB 1.1** | The Purchaser is: ***[insert name of Purchaser]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  The name of the ICB is: ***[insert name of ICB]***  The identification number of the ICB is: ***[insert identification number of ICB]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** |
| **ITB 1.2 (a)**  **ITB 18.1**  **ITB 19.1**  **ITB 22.1**  **ITB 35.1(a)**  **ITB 39.1** | Bidders \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert “shall” or “shall not”]*** have the option of submitting their Bids electronically.  ***[The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***  The electronic Bid submission procedures shall be: ***[insert a description of the electronic Bid submission procedures.]***  The electronic-procurement system shall be used to manage the following aspects of the Bidding process:  **[*list the aspects here and modify the relevant parts of the BDS accordingly, e.g., issuing Bidding Document, submission of Bids, opening of Bids*]** |
| **ITB 2.1** | The Recipient of CDB Financing is: ***[insert name of the Recipient and statement of relationship with the Purchaser, if different from the Recipient. This insertion should correspond to the information provided elsewhere in the Bidding Document]***  The name of the Project is: ***[insert name of the project]*** |
| **ITB 4.2** | Maximum number of members in the JV shall be: ***[insert number or state not applicable]*** |
| **ITB 4.6** | A list of firms and individuals debarred by CDB is available on the Bank’s external website: ***[insert link or state not applicable]***  ***[If project is subject to Procurement Procedures for Projects Financed by CDB (January, 2021) please include the below, otherwise it should be deleted]***  A list of firms and individuals publicly debarred under MDB Debarment and MDB Cross-Debarment (see footnotes 1 and 2 in Section 1 defining these terms) are available at:  **Asian Development Bank:** <https://www.adb.org/sit/integrity/sanctions>  **African Development Bank:** <https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures>  **European Bank for Reconstruction and Development:** <https://www.ebrd.com/ineligible-entities.html>  **Inter-American Development Bank:** <https://www.iadb.org/en/transparency/sanctioned-firms-and-individuals>  **World Bank:** <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms> |
| **B. Contents of the Bidding Document** | |
| **ITB 7.1 and ITB 36.1** | For **clarification purposes** only, the Purchaser’s address is:  ***[Insert the corresponding information as required below. This address may be the same as or different from that specified under ITB 19.1 for Bid submission]***  Attention:  Street Address:  Floor/Room number:  City:  Zip Code:  Country:  Telephone:  Facsimile number:  Electronic mail address: |
| **ITB 7.4** | A Pre-Bid meeting ***[insert “shall” or “shall not”]*** take place at the following date, time, and place:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert date]***  Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert time]***  Place:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert place]***  A site visit conducted by the Purchaser ***[insert “shall” or “shall not”]*** organised.  ***[A pre-bid meeting (this may be virtual) is recommended. This would help the Bidders to better understand the requirements. This would also be an opportunity for the Purchaser to get feedback on its requirements and issue Addenda if required. If there are Related Services that would benefit from a site visit, consider making a provision for site visit. This may also be virtual.].*** |
| **C. Preparation of First Stage Bids (Technical)** | |
| **ITB 11.1** | The language of the Bid is:*\_\_\_\_\_\_\_\_****[insert “English”]***  ***[Note to Client: For all ICB processes the Bidding Document must be issued in English. However, the Recipient may also issue a translated version of the document in another language, which should be the national language. The national language is, either:***   1. ***the national language of the Recipient; or*** 2. ***the language used nationwide in the Recipient’s country for commercial transactions, as accepted by CDB.***   ***The Recipient shall take full responsibility for the correct translation of the documents into the national language.]***  **[*Note to Client: If the document is also issued in a second language to English as agreed with CDB, use the following text:]***  In addition, the Bidding Document is translated into the ***[Note to Client: insert language]*** language. Bidders have a choice of submitting their Bid in either of the two languages stated above. The Contract will be signed in the language of the winning Bid, which shall be the governing language of the Contract. |
| **ITB 12.1 (i)** | The Bidder shall submit with its bid the following additional documents:  ***[List any additional document not already listed in ITB 12.1 that must be submitted with the Bid. The list of additional documents shall include the following:]***.   * + - 1. Manufacturer’s Authorisation:   ***[insert requirement, where relevant, as per Section III Evaluation and Qualification Criteria, and define the item(s) where the authorisation is required]*** |
| **ITB 17.1, ITB 18.2, 18.4 and ITB 35.1** | In addition to the original of the Bid, the number of copies is: \_\_\_\_\_\_\_\_  ***[insert number of copies]*** |
| **ITB 17.3**  **and 34.2** | The written confirmation of authorisation to sign on behalf of the Bidder shall consist of:  ***[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid].*** |
| **D. Submission of First Stage Bids (Technical)** | |
| **ITB 18.3**  **and ITB 36.1** | For **Bid submission purposes** only, the Purchaser’s address is:  ***[Insert address below which may be the same as or different from that specified under provision ITB 7.1 for clarifications]***  Attention:  Street Address:  Floor/Room number:  City:  ZIP Code:  Country:  **The deadline for Bid submission is:**  ***[Insert date/time below. The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with CDB]***  Date:  Time: |
| **E. Opening and Evaluation of First Stage Bids (Technical)** | |
| **ITB 22.1** | The Bid opening shall take place at:  ***[Insert address/date/time below. The date/time shall be the same as that given for the deadline for submission is ITB 19.1 or promptly thereafter to allow sufficient time to take the Bids to the place announced for public Bid opening]***  Street Address:  Floor/Room number:  City:  Country:  Date:  Time: |
| **F. Invitation to Second Stage Bids (Technical and Financial) and**  **G. Preparation of Second Stage Bids (Technical and Financial)** | |
| **ITB 28.2(h)** | Manufacturer’s authorisation is: **[*insert “required” or “not required”*]**  ***[If the Manufacturer’s authorisation is required for only some of the items under the contract, list the items for which Manufacturer’s authorisation is required. Manufacturer’s authorisation is normally required for critical/technically complex items. Should there be Subcontractors of critical services to the Bidders related to the Goods, then the Purchaser may consider requesting Bidders to submit confirmation from such Subcontractors of their commitment to the Bidder – refer also to Section III]*** |
| **ITB 28.2(i)** | The Bidder ***[shall/shall not, adjust as applicable]*** submit details, of any Agent(s) that would represent the Bidder |
| **ITB 28.2(j)** | The Bidder shall submit with its Bid the following additional documents:  ***[list any additional document not already listed in ITB 28.2 that must be submitted with the Second Stage Financial Bid]’ otherwise state ‘none’.]*** |
| **ITB 28.4 (d)** | The Bidder shall submit with its Bid the following additional documents:  ***[list any additional document not already listed in ITB 28.4 that must be submitted with the Second Stage Financial Bid]’ otherwise state ‘none’.]*** |
| **ITB 30.1** | * + - * 1. ***[if there are specific circumstances, where certain components of the Goods are to be provided under the responsibility of the Purchaser, the following text may be used, and parts of the Bidding Document (such as the Supply Requirements, Bid submission forms) modified to accommodate this requirement; otherwise delete:*** |
|  | The following components of the Goods will be provided under the responsibility of the Purchaser”  ***[Specify, supply Goods and Related Services are normally contracted on the basis of single responsibility and this Bidding Document is designed for that purpose. It is not recommended to dilute the single responsibility approach unless there are justifiable reasons.]***   * + - * 1. ***[the Contract Price shall be a lump sum amount, subject to any adjustments, in accordance with the Contract. However, if any part of the Goods is to be paid according to quantity supplied or work done, the provisions for measurement and evaluation shall be as stated in the Special Conditions of Contract.***   ***If not applicable, delete this 30.1(b). If applicable state*:** “The parts of the Goods for which payment will be made on the basis of measurement are specified in ***[insert clause].*** The method for determining the payment for these parts of the Goods is also specified in ***[insert clause]*** of the Special Conditions of Contract. |
| **ITB 30.5** | The prices quoted by the Bidder ***[insert “shall “or “shall not”]*** be subject to adjustment during the performance of the Contract.  ***[If adjustment is applicable, usually adjustments are for Goods with delivery in excess of 18 months. A sample formula for the adjustment is detailed in Section IX Special Conditions of Contract Attachment “Price Adjustment Formula”. This is to be reviewed for applicability.]*** |
| **ITB 30.6** | Incoterms dated \_\_\_\_\_\_\_\_\_\_***[insert date/version]*** shall govern all such activities in the Bidding Documents and Contract. |
| **ITB 30.7 (b) and 30.7(c)(v)** | Named place of destination \_\_\_\_\_\_\_\_and place of final destination\_\_\_\_\_\_\_\_  ***[if different, insert, as applicable]*** |
| **ITB 31.1** | The currency(ies) of the Bid and the payment currency(ies) shall be as follows:   1. The prices shall be quoted by the Bidder in the Price Schedule and Price and Completion Schedule separately in the following currencies: 2. for those inputs to the Goods that the Bidder expects to supply from within the Purchaser’s country, in ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the name of the currency of the Purchaser’s Country],*** and further referred to as “the local currency”; and   for those inputs to the Goods that the Bidder expects to supply from outside the Purchaser’s country (referred to as “the foreign currency requirements”), in up to any three freely convertible foreign currencies. |
| **ITB 32.1** | ***[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]***  ***Bottom line missing***  A Bid Security ***[insert “shall be” or “shall not be”]*** required. A Bid-Securing Declaration ***[insert “shall be” or “shall not be”]*** required.  If a Bid Security shall be required, the amount and currency of the Bid Security shall be  ***[If a Bid Security is required, insert amount and currency of the Bid Security. Otherwise insert “Not Applicable”.*]** |
|  | ***[The following provision should be included, and the required corresponding information inserted only if a Bid security is not required under provision ITB 32.1 and the Purchaser wishes to declare the Bidder ineligible for a period of time should the Bidder performs the actions mentioned in provision ITB 32.9. Otherwise omit.]***  If the Bidder performs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Recipient will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of \_\_\_\_\_\_ years. ***[insert period of time]*** |
| **ITB 32.3 (d)** | Other types of acceptable securities:    ***[Insert names of other acceptable securities. Insert “None” if no Bid Security is required under provision ITB 32.1 or if Bid Security is required but no other forms of Bid securities besides those listed in ITB 32.3 (a) through (c) are acceptable*.*]*** |
| **ITB 33.1** | The Bid validity period shall be: ***[insert the number of days deemed appropriate]*** days  ***[To minimise the risk of errors by Bidders, the Bid validity period is a specific date and not linked to the deadline for submission of Bids. As stated in ITB33.2, if there is a need to extend the date, for example because the Bid submission deadline is significantly extended by the Purchaser, the revised Bid validity date shall be specified in accordance with ITB8.]*** |
| **ITB 33.3** | The Bid price shall be adjusted by the following factor(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.].*** |
| **ITB 34.1 and ITB 35.1(a)** | Bidder shall submit ***[\_\_\_\_\_\_insert number]*** copies of the Bid |
|  |  |
| **H. Submission of Second Stage Bids (Technical and Financial),**  **I. Second Stage: Public Opening of Technical Part and**  **J. Second Stage: Evaluation and Comparison of Bids - Technical and Financial Parts - General Provisions** | |
| **ITB 36.1 and ITB 39.1** | For **Bid submission purposes** only, the Purchaser’s address is:  ***[Insert address below which may be the same as or different from that specified under provisions ITB 18.3 or ITB 7.1]***  Attention:  Street Address:  Floor/Room number:  City:  ZIP Code:  Country:  **The deadline for Bid submission is:**  ***[insert date/time below. The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with CDB]***  Date: ***[insert day, month, and year, e.g., 15 June, 2022]***  Time: *[****insert time, and identify if a.m. or p.m., e.g., 10:30 a.m. and time zone, e.g., AST*** |
| **ITB 39.1** | The Bid opening shall take place at:  ***[Insert address/date/time below. The date/time shall be the same as that given for deadline for submission is ITB 36.1 or promptly thereafter to allow sufficient time to take the Bids to the place announced for public Bid opening]***  Street Address:  Floor/Room number:  City:  Country:  Date:  Time:  ***[The following provision should be included, and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***  If Bidders have the option of submitting their Bids electronically, the electronic Bid opening procedures shall be: ***[insert a description of the electronic Bid opening procedures.]*** |
| **ITB 39.1(f)** | The Letter of Bid – Technical Part and the sealed envelope marked “Envelope - Financial Part” shall be initialed by \_\_\_\_\_\_\_ **[*insert number*]** representatives of the Purchaser conducting Bid opening. ***[insert procedure: Example: Each Bid shall be initialed by all representatives and shall be numbered.]*** |
| **ITB 45.2 and 46.1** | The technical factors and sub-factors and the corresponding scores out of 100% are:  1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  A Bidders must achieve a score of % ***[insert minimum score]*** to be determined compliant and proceed to the opening of its Financial Part.  ***[(i) Insert specific appropriate technical factors and sub-factors. The technical factors to be specified should consider the factors to be evaluated to ensure that the same attribute is not evaluated twice. The scores should be allocated in terms of relative significance of the technical factors.] For further details refer to Section III]*** |
| **K. Second Stage: Opening of Financial Part and**  **L. Second Stage: Evaluation of Financial Part** | |
| **ITB 47.3** | The Letter of Bid – Financial Part shall be initialed by \_\_\_\_\_\_\_ **[*insert number*]** representatives of the Purchaser conducting Bid opening. ***[insert procedure:Example: Each Bid shall be initialed by all representatives and shall be numbered.]*** |
| **ITB 48.1** | ***[add here any factors for the evaluation that is not addressed in ITB48.1 through ITB52.2]*** |
| **ITB 48.1 (h)** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]***  **(a)** Deviation in Delivery schedule: ***[insert Yes or No. If yes, insert the adjustment factor in Section III, Evaluation and Qualification Criteria]***  **(b)** Deviation in payment schedule: ***[insert Yes or No. If yes, insert the adjustment factor in Section III, Evaluation and Qualification Criteria]***  **(c)** the cost of major replacement components, mandatory spare parts, and service: ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]***  **(d)** the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Bid: ***[insert Yes or No, if yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]***  **(e)** Life cycle costs: the costs during the life of the goods or equipment [***insert Yes or No, if yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]***  **(f)** the performance and productivity of the equipment offered; ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]***   1. ***[insert any specific criteria in Section III, Evaluation and Qualification Criteria].*** |
| **ITB 48.4** | A discount rate ***shall/shall not*** ***[select as applicable]*** be used  The discount rate to be used for net present value calculations of recurrent costs (if any) is \_\_\_ ***[insert discount rate]*** percent per annum***. [delete if not required].*** |
| **ITB 50.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert, at the selling exchange rate, all Bid prices expressed in various currencies into a single currency is: ***[insert name of currency]***  The source of the exchange rate shall be: [***insert the name of the source of the exchange rates, e.g., the Central Bank in the Purchaser’s Country*].**  The date for the exchange rate shall be: **[*specify date (day/month/year* not *earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of Bid validity period].*** |
| **ITB 51.1** | ***[The following provision should be included and the required corresponding information inserted only if the Purchaser intends to apply a margin of regional preference and it is allowed in the Procurement Plan for the subject contract. Otherwise delete]***  A margin of regional preference ***[insert* *either “shall” or “shall not”]*** *\_\_\_\_\_\_\_\_\_*apply.  ***[If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.]*** |
| **M. Stage 2: Evaluation of Combined Technical and Financial Part** | |
| **ITB 53.1** | The weight to be given for the total technical scores for each Bidder is \_\_\_ ***[indicate weight]***  The weight to be given for evaluated price is: \_\_\_\_\_\_\_\_ ***[indicate weight for price such that weight for evaluated price plus weight for total technical score is 100.]***  ***For guidance on the weighting of Technical and Financial Part refer to CDB Procedures Annex 5 article 13. This Annex provides for weightings of Price/evaluated Price to be 70% and Technical 30%*** |
| **ITB 57.1** | Negotiation ( “applies” / “does not apply”)  If negotiation applies, the procedure will be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***Technical Negotiations: discussions of the Supply Requirements, Purchaser’s inputs (if applicable), Special Contracts Conditions. These discussions shall not substantially alter the original scope of the Goods or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.***  ***Financial Negotiations - include the clarification of the Supplier’s tax liability in the Purchaser’s country and how it should be reflected in the Contract.***  ***If the selection method included cost as a factor in the evaluation, the evaluated price stated in the Financial Part for a Lump-Sum contract shall not be negotiated.***  ***Note to Client: Where negotiations take place on substantive issues, e.g., price, scope, Contract terms and conditions, a draft Contract initialled by the Supplier(s) is then submitted by the Recipient to CDB for “no objection” and, upon CDB’s “no objection”, the Contract(s) can then be awarded.*** |
| **ITB 56.1** | A standstill period ***[insert “shall” or “shall not”]*** apply. |
| **N. Award of Contract** | |
| **ITB 60.1** | The maximum percentage by which quantities may be increased is: [***insert percentage].***  The maximum percentage by which quantities may be decreased is: ***[insert percentage].*** |
| **ITB 65.1** | The procedures for making a Procurement-related Complaint are detailed in the Procurement Procedures for CDB Financed Projects, January 2021 (Annex 3). |

**Section III. Evaluation and Qualification Criteria**

*This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this Bidding Document.*

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| **Section III. Evaluation and Qualification Criteria** |
| ***[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*** **FIRST STAGE – TECHNICAL BIDS****Evaluation (ITB 24.1, 24.2)** In addition to the criteria listed in **ITB 24.1** (a) – (e) and **ITB 24.2** the following factors shall apply:   1. **Manufacturer’s authorisation:** [Client to insert here or require Bidder to complete with its Bid a list of components of the key Goods from Specialised Subsuppliers where: 2. A Bidder who does not manufacture an item/s where a manufacturer authorisation is required in accordance with BDS **ITB 12.1**(i), the Bidder shall provide evidence of being duly authorised by a manufacturer (Manufacturer’s Authorisation Form, Section IV, Bid Forms), to supply the Goods;   A Bidder who does not manufacture an item/s where a manufacturer authorisation is not required in accordance with BDS **ITB 12**(i), the Bidder shall submit documentation on, its status as a supplier, including experience of supply, to the satisfaction of the Purchaser (e.g., authorised dealer/distributor of the items).  ***Note to Client: Where there are key sub-services for the Goods that will be contracted out by Bidders then the Purchaser shall require the Bidder to provide evidence of the commitment of the Specialised and other Subcontractors to participate should the Bidder be awarded the contract. Bidders shall submit such evidence with Stage 1 Technical Bid and update, as required, in Stage 2 Technical Bid***   1. **Other criteria *– [insert, as applicable, for example proposed methodology to provide fully compliant Goods]***  **Qualifications (ITB 25.10)****1.2.1 Update of Qualifications** The Bidder and any Specialised Subcontractors and Subsuppliers identified at the time of prequalification shall continue to meet the applicable requirements. Should there be changes in any aspect of a Bidder’s qualifications and those of the Specialised Subcontractors or Subsuppliers, then Bidders are to identify changes in the First Stage Technical Bid. **New Specialised and other Subcontractors or Subsuppliers** Any other additional/new Specialised Subcontractors or Subsuppliers for the following major sub-components or sub-services must meet the following minimum criteria:   |  |  | | --- | --- | | **Description of Item/Service** | **Minimum Criteria to be met** | |  |  | |  |  | |  |  | |  |  |   In addition, the Bidder must provide details of the eligibility of the new Specialised or other Subcontractors and Subsuppliers in accordance with **ITB 4, 5** and 15.1   * 1. **Supplier’s Organisation and Key Personnel** [Note to Client modify the following here and in Section VII Supply Requirements to suit the Goods]   The Bidder must demonstrate that it will have a suitably structured organisation and qualified (and in adequate numbers) minimum Key Personnel, as described in the Supply Requirements. The Bidder shall provide details of the Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant PER 1 and 2 Forms in Section IV, Bidding Forms. |
| **SECOND STAGE - TECHNICAL PART**  The Purchaser shall use the criteria and methodologies listed in this Section to determine the Bidder offering the best Technical Bid, as follows: |
| **Responsiveness and Eligibility Criteria**  The Purchaser shall assess each Bid to determine it is responsive and the Bidder eligible, in accordance with Criteria in **ITB 42.** **Technical Evaluation (ITB 45)**  For those Bids found to be responsive and Bidders eligible, the Technical Parts are to be evaluated against the criteria defined in **ITB BDS 45** and this Section III. The resulting total technical score will be weighted in accordance with the defined weighting for the Technical Part in **ITB 45.2**  **Note to Client**: *The technical factors to be evaluated and corresponding scores may vary depending on the scope, complexity, risks and market. The technical factors to be evaluated should consider the evaluation criteria specified in BDS 45. Some factors may not be scored if they can be reduced to monetary expression – see below Financial Part, C.*  *Care is to be taken so that the same attribute is not evaluated twice. For example, for equipment, some of the considerations for setting the technical factors may include functional adequacy, proposed layout and suitability to the facility layout, reliability, operational effectiveness, safety, quality of proposed service levels and capabilities including support arrangements and, warranty arrangements, quality of proposed training, environmental effects including sustainability.*  *CDB’s “Guidance Note on Evaluation Criteria for Procurement of Goods, Works and Non-Consulting Services”, Section 8, dated December 2021 is recommended to be used to assist in setting criteria and assigned scores for the technical evaluation. This Guidance note can be found at:* <https://www.caribank.org/work-with-us/procurement/resources>*.*  *Where applicable a minimum technical score shall be stated here and in BDS 45.2. This score must be achieved by a Bidder for its Bid to be considered technically compliant and proceed to have its Financial Part opened.* |
| **Update of Qualifications (ITB 46.1)** The Purchaser will conduct a reassessment of continued qualification of those Bidders deemed to be substantially responsive, in accordance with **ITB 46.1**. This will include any Specialised or other Subcontractors/Subsuppliers accepted by the Purchaser in Stage One Technical Bid Should there be changes in any aspect of a Bidder’s qualifications and those of the Specialised or other Subcontractors/Subsuppliers, then Bidders are to identify changes in the Second Stage Technical Bid. |
| **SECOND STAGE - FINANCIAL PART** **Responsiveness Criteria** The Financial Part shall be examined for responsiveness against the requirements for such in the Bidding Document. Responsive Financial Parts proceed to the full evaluation, as follows. **Evaluation Criteria (ITB 48)** The Purchaser shall use the criteria and methodologies listed in this Section III to evaluate the Financial Part.  The Purchaser’s evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with **ITB 48.1**(b), one or more of the following factors as specified in BDS **ITB 48.1**(h) usingthe following criteria and methodologies.  **(a)**Delivery schedule*. (As per Incoterms specified in the BDS)*  *The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Supply Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Supply Requirements.* |
| 1. Deviation in payment schedule. ***[insert one of the following]*** 2. Bidders shall state their Bid price for the payment schedule outlined in the Special Conditions of Contract (SCC). Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.   **or**  **(ii)** The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum***[insert adjustment rate]****.*   1. Cost of major replacement components, mandatory spare parts, and service. ***[insert one of the following]***   **(i)** The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation *\_\_\_\_\_****[insert period here****].* An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid price, for evaluation purposes only.  **or**  **(ii)** 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 of *\_\_\_\_\_\_\_\_\_\_\_\_****[insert period here]****.* 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.   1. Availability in the Purchaser’s Country of spare parts and after-sales services for equipment offered in the Bid*.* An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only   *.*   1. **Life Cycle Costs**   If specified in BDS 48.1(h), an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:   * + - 1. number of years for life cycle cost determination***[insert the number of years*]**;       2. the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is***[insert the discount rate*]**;  1. the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology:***[insert methodology*]**; 2. and the following information is required from bidders***[insert any information required from bidders, including prices]***. 3. Performance and productivity of the Goods:***[insert one of the following]***   **(i)**Performance and productivity of the Goods.An adjustment representing the capitalised cost of additional operating costs over the life of the Goods will be added to the Bid price, for evaluation purposes if specified in the BDS 48.1(h). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified below.  ***[insert the methodology and criteria if applicable]***  **or**   * + - 1. An adjustment to take into account the productivity of the Goods offered in the Bid will be added to the Bid price, for evaluation purposes only, if specified in BDS 48.1(h). 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 specified below.   ***[insert the methodology and criteria if applicable]***   1. Specific additional criteria   *[Other specific additional criteria are to be considered in the evaluation, and the evaluation method shall be detailed in* BDS 48.1(h).  *[If specific****sustainable procurement technical requirements******have been specified in Section VII Supply Requirements, either state that (i) those requirements will be evaluated on a pass/fail or rateable basis or otherwise (ii) in addition to evaluating those requirements on a pass/fail or rateable basis, if applicable, specify the monetary adjustments to be applied to Bid Prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*** **Margin of Preference (ITB 51)** If the **BDS** so specifies, the Purchaser will grant a margin of preference of up to 15% (fifteen percent) to goods manufactured in CDB’s Borrowing Member Countries (BMCs), in accordance with, and subject to, the following provisions:   1. The production facility in which goods in question will be manufactured or assembled must be engaged in manufacturing or assembling such goods at least since the time of Bid submission; and   (b) labor, raw materials, and components from within the BMCs shall account for more than thirty (30) percent of the EXW price, resulting in:  **Group A:** Bids offering goods manufactured in the BMCS, fulfilling the requirements of 1 a) and b) above;  **Group B:** All other Bids offering Goods manufactured in the BMCs;  **Group C:** Bids offering Goods manufactured outside the BMCs that have already been imported or that will be imported.  To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Purchaser’s reclassification of the Bid into its appropriate Bid group.  The Purchaser will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules.  The Bids in each group will then be compared to determine the Bid with the lowest evaluated cost in that group. The lowest evaluated cost Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the lowest, it shall be selected for the award.  If as a result of the preceding comparison, a Bid from Group C is the lowest evaluated cost, all Bids from Group C shall be further compared with the Bid with the lowest evaluated cost from Group A after adding to the evaluated costs of goods offered in each Bid from Group C, for the purpose of this further comparison only, an amount up to 15% (fifteen percent) of the prices used in the evaluation per **ITB 48**. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected. |
| **SECOND STAGE - COMBINED EVALUATION**  * 1. **Technical Part:** The total technical scores assigned to the technical factors of each Bidder by the Purchaser’s evaluation committee are to be weighted **in accordance with the BDS 53.1,** Section III, and item B 1.2 above. ***(Note to Client: Technical weighting is usually not more than 30%; evaluated price being 70%.)***   2. **Financial Part**: The evaluated cost for each Bidder is to be converted into scores out of hundred (100). In accordance with the requirements of the Bidding Document, the lowest evaluated cost is awarded a hundred points (100), i.e., the maximum points under the financial evaluation, and the evaluated costs of other Bidders have a score calculated based on the formula of the lowest cost divided by the cost under consideration, multiplied by one hundred (100). The weighting assigned to the evaluated costs, as stated in the BDS 53.1, is then applied to establish each Bidder’s financial scores.   3. **Technical and Financial:** The weighted scores for the Technical and Financial evaluations shall be summed. The highest scoring Bidder(s) for the complete scope of the Goods will be considered for Contract award, subject to the Purchaser’s final assessment of the continued eligibility and qualifications of the Bidder. |

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# **Letter of Bid - First Stage – Technical Part**

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| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*  *Note: All italicised text in is to help Bidders in preparing this form.* |

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Bidder insert: date of Bid]***

ICB:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Purchaser insert: ICB name and number]***

Contract:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Purchaser insert: name of Contract]***

To*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* ***[Purchaser insert: name and address of Purchaser]***

Dear Sir or Madam:

Having examined the Bidding Document, including Addenda Nos. ***[insert numbers]***, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply in conformity with the Bidding Document and Addenda, the following Goods:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.and in accordance with **ITB 12,** we address the following:

1. Alternative technical proposals in accordance - refer **ITB 13** and **ITB 18**;
2. Written confirmation authorising the signatory of this Bid to commit the Bidder, in accordance – refer **ITB 17.4**;
3. Documentary evidence that the Bidder continues to be eligible and qualified status to perform the contract if its Bid is accepted - refer **ITB14;**
4. Documentary evidence in accordance with **ITB 15** that the Goods offered by the conform to the Bidding Document;
5. Details of all departures with respect to the contractual terms and conditions and/or to the required technical features specified in the performance and/or functional requirements, that the Purchaser should consider during the evaluation of First Stage Bids (Technical) and any Clarification Meeting(s) with the Bidder, pursuant to **ITB 23** through **ITB 26**;
6. In the case of a Bid submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Goods to be executed by the respective partners – refer **ITB 4**;
7. List of Specialised or other Subcontractors/Subsuppliers, in accordance with **ITB 15.4**; and where identified by the Purchaser – refer **ITB 12.1**(i), a Manufacturer’s Authorisation using the Form inSection IV.
8. any other document **required in the BDS**.

We confirm that if you invite us to attend a Clarification Meeting(s) for the purpose of reviewing our First Stage Bid at a place and date of your choice, we will endeavor to attend this/these meeting(s) at our own cost, and will duly note the amendments and additions to, and omissions from, our First Stage Bid that you may require. We accept that we alone carry any risk for failing to reach clarification of our Bid in case this failure is due to our inability to attend duly scheduled Clarification Meeting(s).

We undertake, upon receiving your written invitation, to proceed with the preparation of our Second Stage Bid, updating the First Stage Bid in accordance with the requirements, if any, specified in (a), the memorandum, specific to our First Stage Bid, titled “Changes Required Pursuant to First Stage Evaluation” and any updates to this memorandum, and (b), Addenda to the Bidding Document issued together or after the invitation for the second stage. The Second Stage Bid will also include our commercial Bid in accordance with the requirements of the Bidding Document for second-stage Bids, for performing the Goods in accordance with our updated technical Bid.

We hereby certify that we meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**.

We, along with any of our Subcontractors, Subsuppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Caribbean Development Bank ***[Note to client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text]*** or subject to a public debarment by an MDB which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions. Further, we are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Practice as detailed in **ITB 3**.

State-owned enterprise or institution: ***[select the appropriate option and delete the other]*** *[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the* requirements of **ITB 4.9**];

We agree to abide by this First Stage Bid, which, in accordance with **ITB 12**, consists of this letter (First Stage Bid Form) and the enclosures listed below. Together with the above-written undertakings, the Bid shall remain binding on us. We understand that we may withdraw our Bid, or any alternative Bid included in it, at any time by so notifying you in writing. However, we accept that if invited to the second stage, once we have submitted a Second Stage Bid, this Bid (and the parts of the First Stage Bids it includes and updates) can only be withdrawn before the deadline for submission of the Second Stage Bids, and only by the formal Second Stage Bid withdrawal procedure stipulated in the Bidding Document.

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

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

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

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

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

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

\*\*Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

ENCLOSURE(S):

# **Letter of Bid – Second Stage – Technical Part**

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| ***INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT***  ***Place this Letter of Bid in the first envelope “TECHNICAL PART”.***  ***The Bidder must prepare this Letter of Bid – Financial Part on stationery with its letterhead clearly showing the Bidder’s complete name and business address.***  ***Note: All italicised text in blue font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*** |

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

ICB No.: **[*insert identification number*]**

Alternative No.:**[*insert identification No if this is a Bid for an alternative*]**

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

We, the undersigned Bidder, hereby submit our Bid, in two Parts, namely:

1. the Technical Part, and
2. the Financial Part.

In submitting our Bid, we make the following declarations:

1. **No reservations:** We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (**ITB 8**);
2. **Eligibility and no conflicts of interest**: We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**;
3. **Bid-Securing Declaration**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing or Proposal-Securing Declaration in the Purchaser’s country in accordance with **ITB 4.8**;
4. **Conformity**: We offer to supply in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in the Supply Requirements the following Goods: **[*insert a brief description of the Goods and Related Services*]**;
5. **Bid Validity Period**: Our Bid shall be valid for the period specified in **ITB BDS 33** (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 36 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. **Performance Security**: If our Bid is accepted, we commit to obtaining a Performance Security in accordance with the Bidding Document;
7. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and weare not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of **ITB 4.3**.
8. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, Subsuppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by CDB ***[Note to Client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text]*** or subject to a public debarment by a Multilateral Development Bank (MDB) which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions. Further, we are not ineligible under the Purchaser’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
9. **State-owned enterprise or institution:** **[*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.9*]**;

(j) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(k) **Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated Bid, the Most Advantageous Bid, or any other Bid that you may receive.

(l) **Prohibited Practices**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in Prohibited Practices, as defined in Section VI of the Bidding Document.

(m) **Manufacturer’s Authorisation***: [Insert and attach where required per 28.2(h)]*

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

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

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

**\***In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder.

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

# **Letter of Bid – Second Stage – Financial Part**

|  |
| --- |
| ***INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT***  ***Place this Letter of Bid - Financial Part in the second envelope marked “FINANCIAL PART”.***  ***The Bidder must prepare this Letter of Bid – Financial Part on stationery with its letterhead clearly showing the Bidder’s complete name and business address.***  ***Note: All italicised text in blue font in is to help Bidders in preparing this form and Bidders shall delete it from the final document. .*** |

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

ICB No.: **[*insert identification number*]**

Alternative No.:**[*insert identification No if this is a Bid for an alternative*]**

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

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part, we make the following additional declarations:

1. **Bid Validity** Our Bid shall be valid until *[insert day, month, and year in accordance with* ***ITB 33.1****],* and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Total Price:** The total price of our Bid, excluding any Discounts offered in item (c) below is [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];
3. **Discounts:** The Discounts offered and the methodology for their application are:
4. The Discounts offered are: [*Specify in detail each unconditional Discount offered. Where an optional discount is offered, for example* ***ITB 48.1****(d) “Deviation in Payment Schedule”, this and other optional Discounts shall be separately listed*]
   * + 1. The exact method of calculations to determine the net price after application of Discounts is shown below: [*Specify in detail the method that shall be used to apply the Discounts*];
5. **Commissions, gratuities, and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

|  |  |  |  |
| --- | --- | --- | --- |
| Name of recipient | Address | Reason | Amount |
|  |  |  |  |
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(If none has been paid or is to be paid, indicate “none.”)

1. **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

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

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

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

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

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

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

# **Bidder Information Sheet**

Date: ***[insert day, month, year*]**  
ICB No. and title: ***[insert ICB number and title]***  
Page***[insert page number]*** of ***[insert total number of pages]***

Alternative No.: ***[insert identification No if this is a Bid for an alternative*]**

|  |
| --- |
| Bidder's legal name: ***[insert full legal name]*** |
| 1. In case of Joint Venture (JV), legal name of each partner: ***[insert full legal name of each partner in JV]*** |
| 1. Bidder’s actual or intended country of registration: ***[indicate country of registration]*** |
| 1. Bidder’s actual or intended year of registration: ***[indicate year of registration]*** |
| 1. Bidder's legal address in country of registration: ***[insert street/ number/ town or city/country]*** |
| 1. Bidder's authorised representative information:   Name: ***[insert full legal name]***  Address: ***[insert street/ number/ town or city/ country]***  Telephone/Fax numbers: ***[insert telephone/fax numbers, including country and city codes]***  E-mail address: ***[indicate e-mail address]*** |
| 1. Attached are copies of original documents of:   🞎 Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with **ITB 4.2.**  🞎 In case of state-owned enterprise or institution, in accordance with **ITB 4.9** documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Purchaser. |
| 1. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership. |

# 

# **Partner to JV Information Sheet**

*[The following form shall be completed to provide information relating to each JV member]*

Date: ***[insert day, month, year]***ICB No. and title: ***[insert ICB number and title]***Page ***[insert page number]***of ***[insert total number]***pages

Alternative No.: ***[insert identification No if this is a Bid for an alternative]***

|  |
| --- |
| Bidder’s JV name: *[insert full legal name]* |
| JV member’s name: *[insert full legal name of Applicant's Party]* |
| JV member’s country of registration: *[indicate country of registration]* |
| JV member's year of registration:*[indicate year of registration]* |
| JV member’s legal address in country of registration: *[insert street/ number/ town or city/country]* |
| JV member’s authorised representative information:  Name: *[insert full legal name]*  Address: *[insert street/ number/ town or city/ country]*  Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*  E-mail address: *[indicate e-mail address]* |
| 1. Attached are copies of original documents of:   🞎 Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with **ITB 4.2**.  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with **ITB 4.2.**  🞎 In case of state-owned enterprise or institution, in accordance with **ITB 4.9** documents establishing:   * Legal and financial autonomy * Operation under commercial law * Not under the supervision of the Purchaser |
| 1. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership. |

# **Price, Delivery and Completion Schedule for Goods and Related Services**

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

# **Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | (Group C Bids, goods to be imported)  Currencies in accordance with **ITB 31** | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | 9 |
| Line Item  N° | Description of Goods | Country of Source/Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price  cip ***[insert place of destination]***  in accordance with **ITB 30.7** | CIP Price per line item  (Col. 5x6) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in BDS | | | Total Price per Line item  (Col. 7+8) |
| ***[insert number of the item]*** | ***[insert name of good]*** | ***[insert country of source/ origin of the Good]*** | ***[insert quoted Delivery Date]*** | ***[insert number of units to be supplied and name of the physical unit]*** | ***[insert unit price CIP per unit]*** | ***[insert total CIP price per line item]*** | ***[insert the corresponding price per line item]*** | | | ***[insert total price of the line item]*** |
|  |  |  |  |  |  |  |  | | |  |
|  |  |  |  |  |  |  |  | | |  |
|  | | | | | | | | Total Price |  | |
| Name of Bidder ***[insert complete name of Bidder]***Signature of Bidder ***[signature of person signing the Bid]*** Date ***[Insert Date]*** | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | (Group C Bids, Goods already imported)  Currencies in accordance with **ITB 31** | | | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Line Item  N° | Description of Goods | Country of Source/Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with **ITB 30.7(c)** | Custom Duties and Import Taxes paid per unit in accordance with **ITB 30.7(c)** to be supported by documents] | Unit Price net of custom duties and import taxes, in accordance with **ITB 30.7(c)**  (Col. 6 minus Col.7) | Price per line-item net of Custom Duties and Import Taxes paid, in accordance with **ITB 30.7(c)**  (Col. 5×8) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination, as specified in BDS in accordance with **ITB 30.7(c)** | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with **ITB 30.7(c)** | Total Price per line item  (Col. 9+10) |
| ***[insert number of the item]*** | ***[insert name of Goods]*** | ***[insert country of Source/ origin of the Good]*** | ***[insert quoted Delivery Date]*** | ***[insert number of units to be supplied and name of the physical unit]*** | ***[insert unit price per unit]*** | ***[insert custom duties and taxes paid per unit]*** | ***[insert unit price net of custom duties and import taxes]*** | ***[ insert price per line-item net of custom duties and import taxes]*** | ***[insert price per line item for inland transportation and other services required in the Purchaser’s Country]*** | ***[insert sales and other taxes payable per item if Contract is awarded]*** | ***[insert total price per line item]*** |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | | | Total Bid Price |  |
| Name of Bidder ***[insert complete name of Bidder]***Signature of Bidder ***[signature of person signing the Bid]***Date ***[insert date]*** | | | | | | | | | | | |

**Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported**\*

\* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values]*

# **Price Schedule: Goods Manufactured in the Purchaser’s Country**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Purchaser’s Country  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | (Group A and B Bids)  Currencies in accordance with **ITB 31** | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Line Item  N° | Description of Goods | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price EXW | Total EXW price per line item  (Col. 4×5) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination | Cost of local labour, raw materials, and components from with origin in the Purchaser’s Country  % of Col. 5 | Sales and other taxes payable per line item if Contract is awarded (in accordance with **ITB 30.7(a)** | Total Price per line item  (Col. 6+7) |
| ***[insert number of the item]*** | ***[insert name of Good]*** | ***[insert quoted Delivery Date]*** | ***[insert number of units to be supplied and name of the physical unit]*** | ***[insert EXW unit price]*** | ***[insert total EXW price per line item]*** | ***[insert the corresponding price per line item]*** | ***[Insert cost of local labour, raw material, and components from within the Purchase’s country as a % of the EXW price per line item]*** | ***[insert sales and other taxes payable per line item if Contract is awarded]*** | ***[insert total price per item]*** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | Total Price |  |
| Name of Bidder ***[insert complete name of Bidder]***Signature of Bidder ***[signature of person signing the Bid]***Date ***[insert date]*** | | | | | | | | | |

# **Price and Completion Schedule - Related Services**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | Currencies in accordance with **ITB 31** | | |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ICB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | |
| 1 | 2 | 3 | | 4 | 5 | 6 | | 7 | 8 |
| Service  N° | Description of Services (excludes inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination) | Country of Origin | | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with **ITB 30.7(d)** | Total Price per Service  (Col. 5\*6 or estimate) |
| ***[insert number of the Service]*** | ***[insert name of Services]*** | ***[insert country of origin of the Services]*** | | ***[insert delivery date at place of final destination per Service]*** | ***[insert number of units to be supplied and name of the physical unit]*** | ***[insert unit price per item]*** | | ***[insert sales and other taxes payable per line item if Contract is awarded]*** | ***[insert total price per item]*** |
|  |  |  | |  |  |  | |  |  |
|  |  |  | |  |  |  | |  |  |
|  |  |  | |  |  |  | |  |  |
|  |  |  | |  |  |  | |  |  |
|  |  |  | |  |  |  | |  |  |
|  | | | | | Total Bid Price | | |  |  |
| Name of Bidder ***[insert complete name of Bidder]***Signature of Bidder ***[signature of person signing the Bid]***Date ***[insert date]*** | | | | | | | | | |

# **Form of Bid Security (Bank Guarantee)**

[Bank’s Name, and Address of Issuing Branch or Office] or SWIFT identified code]

**Beneficiary:**

**Date:**

**BID GUARANTEE No.:**

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_\_\_\_\_\_\_ (“the IFB”).

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid guarantee.

At the request of the Bidder, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

1. has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Bid; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the Performance Security, in accordance with the **ITB** of the Bidding Document.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder’s bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[Signature(s)]*

***Note: All italicised text is for use in preparing this form and shall be deleted from the final product.***

# **Form of Bid Security (Bid Bond)**

BOND NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THIS BOND ***[name of Bidder]*** as Principal (hereinafter called “the Principal”), and ***[name, legal title, and address of surety]****,* **authorised to transact business in *[name of country of Purchaser],*** as Surety (hereinafter called “the Surety”), are held and firmly bound unto ***[name of Purchaser]*** as Obligee (hereinafter called “the *Purchaser*”) in the sum of ***[amount of Bond]***[[4]](#footnote-4) ***[amount in words]***, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the construction of ***[name of Contract]*** (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

1. withdraws its Bid during the period of bid validity specified in the Letter of Bid; or
2. having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

Then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these present to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(Signature) (Signature)*

*(Printed name and title) (Printed name and title)*

# **Form of Bid-Securing Declaration**

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

Bid No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To:

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Recipient of CDB Financing for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

* + - * 1. have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the **ITB**.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorised to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_

Corporate Seal (where appropriate)

***[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]***

# **Manufacturer’s Authorisation**

***[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorisation should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]***

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

ICB No.:***[insert number of bidding process]***

Alternative No.: ***[insert identification No if this is a Bid for an alternative]***

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

WHEREAS

We***[insert complete name of Manufacturer]****,* who are official manufacturers of ***[insert type of goods manufactured]****,* having factories at***[insert full address of Manufacturer’s factories]****,* do hereby authorise***[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 Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

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

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

Title:***[insert title]***

Duly authorised to sign this Authorisation on behalf of:***[insert complete name of Manufacturer]***

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

***[If the Manufacturer’s authorisation is required for only some of the items under the contract, list the items for which Manufacturer’s authorisation is required. Manufacturer’s authorisation is normally required for critical/technically complex items. Should there be Subcontractors of critical services, then the Purchaser may consider requesting Bidders to submit, with Technical Bid Stage 1 and updated, as applicable in Technical Stage 2, confirmation from such Subcontractors of their commitment to the Bidder. – refer also to Section III]***

**Form PER -1**

# **Key Personnel** **Qualifications and Resource Schedule**

Bidders should provide the names and details of the suitably qualified Supplier’s Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 for each candidate. Bidders should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

* The name and role for each Key Personnel position.
* The duration of each Key Personnel appointment.
* The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Title of position - Key Personnel** | **Name of Candidate** | **Duration/Level of Effort** |
| *1* |  |  |  |
| *2* |  |  |  |
| *3* |  |  |  |
| *4* |  |  |  |

***[Note to Client: some indication should be provided to the Bidders of what Key Personnel are to be included here].***

**Form PER-2**

# **Resume and Declaration** **Supplier’s Representative and Key Personnel**

|  |  |  |
| --- | --- | --- |
| **Name of Bidder:** | | |
| **Position *[#1]: [Title of position from Form PER-1]*** | | |
| **Personnel information** | **Name:** | **Date of Birth:** |
|  | **Address:** | **E-mail:** |
|  |
|  | **Professional Qualifications:** | |
|  | **Academic Qualifications:** | |
|  | **Language Proficiency:**  ***[language and levels of speaking, reading and writing skills]*** | |
| **Details** | **Address of Purchaser:** | |
|  |
|  | **Telephone:** | **Contact (Manager/Personnel Officer):** |
|  | **Fax:** |  |
|  | **Job Title:** | **Years with present Employer:** |

Summarise professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |  |
| --- | --- | --- | --- |
| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
| ***[main project details]*** | ***[role and responsibilities on the project]*** | ***[time in role]*** | ***[describe the experience relevant to this position]*** |
|  |  |  |  |
|  |  |  |  |

**Declaration**

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

|  |  |
| --- | --- |
| **Commitment** | **Details** |
| **Commitment to duration of contract:** | ***[insert period (start and end dates) for which this Key Personnel is available to work on this contract]*** |
| **Time commitment:** | ***[insert the number of days/week/months/ that this Key Personnel will be engaged]*** |

I understand that any misrepresentation or omission in this Form may:

1. be taken into consideration during Bid evaluation;
2. result in my disqualification from participating in the Bid;
3. result in my dismissal from the contract.

**Name of Key Personnel: *[insert name]***

Signature:

Date: (day month year):

**Countersignature of authorised representative of the Bidder:**

Signature:

Date: (day month year):

# **Section V. Eligible Countries**

In reference to **ITB 4.4** Eligible Countries are **[*insert eligible countries which unless stated otherwise in the financing agreement will be CDB member countries*]**

In reference to **ITB 4.10**, for the information of the Bidders, at the present time firms and individuals, supply of goods, or contracting of Goods or services, from the following countries are excluded from this Bidding process:

Under **ITB 4.10** (a): **[*insert a list of the countries following approval by CDB to apply the restriction or state “none”]***

Under **ITB 4.10** (b): **[*list the countries or state “none”*]**

# **Section VI - Prohibited Practices and Other Integrity Related Matters**

***[Notes to the Client: This Section VI shall not be modified apart from in accordance with the advice accompanying 1 (b) (iii).]***

1. CDBhas a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB’s adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, proposers, firms, suppliers, service providers, Suppliers, Subsupplier Subcontractors, Consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:
2. defines, for the purposes of this provision, Prohibited Practices as follows:
3. **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
4. **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
5. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
6. **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party, to influence improperly the actions of a party; and
7. **“obstructive practice”** is:
8. deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
9. acts which impede the exercise of CDB’s access, inspection and audit rights provided for under Paragraph 1. (f) below.
10. will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Proposer:

(i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;

(ii) is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or

(iii) is suspended or debarred by CDB for engaging in Prohibited Practices ***[Note to client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text]*** or against whom an MDB Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. ***[Note to client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text]*** Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;

1. may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;
2. will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;
3. may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
4. requires Bidders, Proposers, Firms, Suppliers, service providers, Suppliers, Subsuppliers, Specialised and other Subcontractors, Consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB’s request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB’s Office of Integrity, Compliance and Accountability.
5. *With the specific agreement of CDB, a Recipient may introduce, into Bid forms for contracts financed by CDB, an undertaking of the Bidder/Proposer to observe, in competing for and executing a contract, the laws of the country in which the Project is being carried out against Prohibited Practices, as listed in the Bidding Documents, and similar associated documents[[5]](#footnote-5). CDB will accept the introduction of such undertaking at the request of a BMC, provided the arrangements governing such undertaking are satisfactory to CDB.*
6. *When conducting the evaluation of Bids, the Recipient shall conduct integrity due diligence on Bidders including to assess and mitigate any risks related to Prohibited Practices they may present and to check the eligibility of Bidders against the lists of Firms and individuals temporarily suspended or debarred, pursuant to Paragraphs 1. (b), (c) and (d) above. The Recipient shall apply additional due diligence by closely supervising and monitoring any on-going contract (whether under prior or post review) executed by a Firm or individual which has been suspended or debarred in accordance with Paragraph 1. (b) and (c) after such contract was signed. The Recipient shall neither sign any new contracts nor sign any amendment, including any extension of time for completion, to an on-going contract with a temporarily suspended or debarred Firm or individual after the effective date of the suspension or debarment without CDB’s prior review and no-objection (whether under prior or post review).*

# 

# **PART 2 – Supply Requirements**

# **Section VII. Supply Requirements**

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**Notes for Preparing the Supply Requirements**

*The Supply Requirements shall be included in the Bidding Document by the Purchaser, and shall cover, at a minimum, a description of the Goods and Related Services to be supplied and the Delivery Schedule.*

*The objective of the Supply Requirements is to provide sufficient information to enable Bidders to prepare their Stage 1 Technical Bids efficiently and accurately. For Stage 2 Technical and Financial Bids the Supply Requirements will, where applicable, be supplemented by the Bidder specific memorandum entitled “Changes Required Pursuant to First Stage Evaluation”. Stage 2 will require Bidders to complete the Price Schedule, for which forms are provided in Section IV. In addition, the Supply Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to* ***ITB 60.1****.*

*The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered* ***to the carriers****), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).*

# **List of Goods and Delivery Schedule**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| *[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]* | | | | | | | |
| **Line Item**  **N°** | **Description of Goods** | **Quantity** | **Physical unit** | **Final Destination (Project Site) as specified in BDS** | **Delivery (as per Incoterms) Date** | | |
| **Earliest Delivery Date** | **Latest Delivery Date** | **Bidder’s offered Delivery date [*to be provided by the Bidder*]** |
|  |  |  |  |  |  |  |  |
| ***[insert item No]*** | ***[insert description of Goods]*** | ***[insert quantity of item to be supplied]*** | ***[insert physical unit for the quantity]*** | ***[insert place of Delivery]*** | ***[insert the number of days following the date of effectiveness the Contract]*** | ***[insert the number of days following the date of effectiveness the Contract]*** | ***[insert the number of days following the date of effectiveness the Contract]*** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

# **List of Related Services and Completion Schedule**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]* | | | | | |
| **Service** | **Description of Service** | **Quantity1** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of Services** |
|
| *[****insert Service No****]* | *[****insert description of Related Services****]* | *[****insert quantity of items to be supplied****]* | *[****insert physical unit for the items****]* | *[****insert name of the Place****]* | *[****insert required Completion Date(s)****]* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  |  |  |  |  |
| If applicable | | | | | |

# **Technical Requirements (TR)**

*This is a “single responsibility contract”i.e. Bidder will design and/or specify, supply components and equipment, etc and provide Related Services generally against a Purchaser specified performance. The Purchaser is not expected to provide detailed technical specifications. Care must be taken to avoid over-specifying details to the extent that the flexibility and potential benefits associated with both the performance criteria and a “single responsibility” Bidding approach are seriously eroded or threatened. This section on TR should, therefore, be carefully prepared by experts who are familiar with the requirements and with the technical, including performance where applicable, aspects of the required Goods. As the Supplier is expected to define the detailed specifications, the Purchaser should provide the criteria to which it expects the specifications to conform. The functional/performance specifications may specify the characteristics, nature and performance of the finished work and any limitations that the Purchaser wishes to impose.*

*Standardising technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. TRs should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of Goods.*

*Whether national standards of the Recipient’s country or other standards, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified it should always be qualified with the terms “or equivalent”. The TR should stipulate that all goods and materials to be incorporated in the Goods are new, unused, of the most recent or current models and incorporate all recent improvements in design, specifications and materials.*

*The TR shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc Bidding form (to be an Attachment to the Letter of Bid – Technical Part), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

*When the Purchaser requests that the Bidder provides in its Bid a part or all of the TR schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.*

*Other aspects to be considered:*

* + 1. ***Any additional******sustainable procurement technical requirements*** *for the Goods shall be clearly specified. This would include, e.g. energy efficiency, reduction of wastages, material reduction, sources of materials etc.) demonstrating the Bidder’s approach and commitment to sustainable specifications and production practices;*

*The sustainable procurement requirements shall be specified to enable evaluation of such requirements on a pass/fail basis and/or rated criteria (point system), as appropriate. To encourage Bidders’ innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments and/or rated criteria evaluation for the purpose of Bid comparison, as defined in* ***Section III*** *Evaluation Criteria. Bidders may be invited to offer Goods that exceed the specified minimum sustainable procurement requirements.*

*Please refer to the Procurement Policy for Projects Financed by CDB and the Procurement Procedures for Projects Financed by CDB and any associated guidance notes for further information.*

* + 1. *Detailed tests required (type and number).*
    2. *Other additional work and/or Related Services required to achieve full delivery/completion.*
    3. *Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.*
    4. *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
    5. *The TR shall make use of best practices. Samples of performances from successful similar procurements in the same country or sector may provide a sound basis for drafting the TR.*
    6. *The Bank encourages the use of metric units.*

*[If a summary of the TR has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]*

# **Summary of Technical Requirement**

The Goods and Related Services shall comply with the following Technical Requirements and Standards:

|  |  |  |
| --- | --- | --- |
| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Requirements Standards*** |
| ***[insert item No]*** | ***[insert name]*** | ***[insert TR and Standards]*** |
|  |  |  |
|  |  |  |

# **Detailed Technical Specifications and Standards**

*[insert whenever necessary].[Insert detailed description of TR]*

# **Drawings**

This Bidding Document includes *[insert**“the following”**or “no”]* drawings.

***[If documents shall be included, insert the following List of Drawings]***

|  |  |  |
| --- | --- | --- |
| **List of Drawings** | | |
| **Drawing Nr.** | **Drawing Name** | **Purpose** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

# **Tests and Inspections**

The following inspections and tests shall be performed: ***[insert list of inspections and tests]***

# **Technical Methodology**

*[Note to Client – modify the following to suit the Goods]*

***The Bidder shall submit a Technical methodology which addresses as a minimum the following:***

1. ***organisational arrangements for the specifications including: team structure, roles and responsibilities, interface arrangements, specifications review and approval procedures and quality assurance arrangements;***
2. ***Specification statement setting out how the Purchaser’s Requirements will be achieved;***
3. ***Any added value the Bidder will bring including examples of innovative aspects of the specifications;***
4. ***comments on the Supply Requirements, including, if applicable:***
5. ***status of the information available and relevant specification issues for the Goods;***
6. ***comments on any errors, defects or ambiguities noted in the Supply Requirements; and***
7. ***[details of any exceptions in the specifications taken to the Supply Requirements];***
8. ***details of how the environmental, social, health and safety requirements, and any proposal to enhance these outcomes, will be incorporated into the specifications and manufacturing stages, and how the implications for the installation and operating phases have been considered;***
9. ***details of the approach to managing risks, stakeholder engagement, consultation and licenses etc;***
10. ***value engineering (value management) arrangements*; and**
11. ***modify/include any other relevant information, as appropriate]******.***

# **PART 3 – Conditions of Contract**

**Section VIII. General Conditions of Contract**

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# **Section VIII. General Conditions of Contract (GCC)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Definition** | | 1. The following words and expressions shall have the meanings hereby assigned to them:    * 1. “Bank” means the Caribbean Development Bank (CDB).      2. “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.      3. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.      4. “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.      5. “Day” means calendar day.      6. “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. | |
|  | | * + 1. “GCC” means the General Conditions of Contract.     2. “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.     3. “Purchaser’s Country” is the country specified in the **Special Conditions of Contract** **(SCC).** | |
|  | | * + 1. “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the SCC.**     2. “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.     3. “SCC” means the Special Conditions of Contract.   “Subcontractor” means any person, private or government entity, or a combination of the above, that has entered into an subcontracting agreement with the Supplier to facilitate the execution of the Contract Agreement, including the provision of Related Services, such as inspection, insurance, packing, shipment, insurance, training, commissioning or installation services, for Goods provided by a Subsupplier. The role of the Subcontractor does not extend to that of the Subsupplier.   * + 1. Subsupplier” means any person, private or government entity, or a combination of the above, that has entered into an agreement with the Supplier to supply all or part of the Goods and Related Services to be provided to the Supplier to enable the latter to fulfill the Contract Agreement.     2. “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.     3. “The Project Site,” where applicable, means the place named in the **SCC**. | |
| **Contract Documents** | | * 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts | |
|  | | thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. | |
| **Prohibited Practices and Other Integrity Related Matters** | | 3.1 The Bank requires compliance with its policy in regards to Prohibited Practices and Other Integrity Related Matters, as set forth in Appendix to the **SCC**. | |
|  | | * 1. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee. | |
| **Interpretation** | | 1. If the context so requires it, singular means plural and vice versa. 2. Incoterms    * 1. Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the** **SCC**.      2. The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France. | |
|  | | 1. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract. | |
|  | | 1. Amendment: 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 authorised representative of each party thereto. | |
|  | | 1. Nonwaiver:    * 1. Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. | |
|  | | * + 1. Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  1. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. | |
| **5. Language** | | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** 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. | |
|  | | * 1. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. | |
| **Joint Venture, Consortium or Association** | | * 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 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. Eligibility** | | * 1. Suppliers or joint venture partners shall have the nationality of an Eligible Country as **detailed in the SCC** and shall comply with the following: | |
|  | | (a) be legally constituted, incorporated, or registered in and operates in conformity with the provisions of the laws of | |
|  | | an Eligible Country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an Eligible Country;  (b) be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and  (c) shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e., more than fifty (50) percent of the value of the contract, will accrue or be paid to Subcontractors or subconsultants that are not from an Eligible Country. | |
|  | | * 1. The Goods required shall have their origin in any country with the **exceptions indicated in the SCC**.   2. For the purposes of this Contract, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance. | |
|  | | * 1. The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its components. | |
| **Notices** | | * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt. | |
|  | | * 1. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | |
| **Governing Law** | | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC.**   2. Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:   (a) as a matter of law or official regulations, the Recipient’s country prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. | |
| **Settlement of Disputes** | | * 1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. | |
|  | | * 1. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. | |
|  | | * 1. Notwithstanding any reference to arbitration herein:      1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the Purchaser shall pay the Supplier any monies due the Supplier. | |
| **Inspections and Audit by the Bank** | | * 1. The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors and Subsuppliers to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs. | |
|  | | * 1. Pursuant to the Appendix to the General Conditions the Supplier shall permit and shall cause its Subcontractors, Subsuppliers and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors’, Subsuppliers’ and subconsultants’ attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing suspensions and sanctions procedures). | |
| **Scope of Supply** | * 1. The Goods and Related Services to be supplied shall be as specified in the Supply Requirements. |
| **Delivery and Documents** | * 1. Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**. |
| **Supplier’s Responsibilities** | * 1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| **Contract Price** | * 1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorised in the SCC. |
| **Terms of Payment** | * 1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC. |
|  | * 1. The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract. |
|  | * 1. Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. |
|  | * 1. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed. |
|  | * 1. In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. |
| **Taxes and Duties** | * 1. For goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country. |
|  | * 1. For goods Manufactured within the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |
|  | * 1. For goods Manufactured within the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.   2. If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| **Performance Security** | * 1. If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for the performance of the Contract in the amount specified in the SCC. |
|  | * 1. 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. |
|  | * 1. As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the formats stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser. |
|  | * 1. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC. |
| **Copyright** | * 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. |
| **Confidential Information** | * 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. Notwithstanding the above, the Supplier may furnish to its Subcontractor or Subsupplier such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor or Subsupplier to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20. |
|  | * 1. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract. |
|  | * 1. The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:  1. the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract; 2. now or hereafter enters the public domain through no fault of that party; 3. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or 4. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. |
|  | * 1. The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.   2. The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| **Subcontracting and Subsupplying** | * 1. The Supplier shall notify the Purchaser in writing of all subcontracts and subsupply contracts awarded to Subcontractors and Subsuppliers under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.   2. Subcontracts, Subcontractors, subsupply contracts and Subsuppliers shall comply with the provisions of GCC Clauses 3 and 7. |
| **Specifications and Standards** | * 1. Technical Specifications and Drawings: |
|  | 1. The Goods and Related Services supplied under this   Contract shall conform to the technical specifications and standards mentioned in Section VII, Supply 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. |
|  | 1. The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Supply 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. |
|  | 1. 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. |
|  | 1. 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 Supply Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33. |
| **Packing and Documents** | * 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, as indicated in the Contract. 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. |
|  | * 1. 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, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser. |
| **Insurance** | * 1. Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC. |
| **Transportation and Related Services** | * 1. Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. |
|  | 25.2 The Supplier may be required to provide any or all of the following services, including Related Services, if any specified in SCC: |
|  | (a) performance or supervision of on-site assembly and/or start‑up of the supplied Goods;  (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;  (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;  (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and  (e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. |
|  | * 1. Prices charged by the Supplier for Related Services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| **Inspections and Tests** | * 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 as are specified in the SCC. |
|  | * 1. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractors or Subsupplier, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor or Subsupplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. |
|  | * 1. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser 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.   2. 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. |
|  | * 1. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification’s codes and |
|  | standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. |
|  | * 1. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.   2. The Purchaser may reject any Goods 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 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 GCC Sub-Clause 26.4. |
|  | * 1. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| **Liquidated Damages** | * 1. Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, |
|  | as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35. |
| **Warranty** | * 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.   2. Subject to GCC Sub-Clause 22.1(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 country of final destination. |
|  | * 1. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. |
|  | * 1. 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. |
|  | * 1. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair, or replace the defective Goods or parts thereof, at no cost to the Purchaser. |
|  | * 1. If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, 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. |
| **Patent Indemnity** | * 1. The Supplier shall, subject to the Purchaser’s compliance with GCC 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: |
|  | 1. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and 2. 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 other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. |
|  | * 1. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC 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. |
|  | * 1. 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.   2. 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. |
|  | * 1. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, Subcontractors and Subsuppliers 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 Supplier 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 arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser. |
| **Limitation of Liability** | * 1. Except in cases of criminal negligence or willful misconduct:  1. 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 |
|  | 1. 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. |
| **Change in Laws and Regulations** | * 1. Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| **Force Majeure** | * 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.   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. |
|  | * 1. 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. |
| **Change Orders and Contract Amendments** | * 1. The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following: |
|  | 1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; 2. the method of shipment or packing; 3. the place of delivery; and 4. the Related Services to be provided by the Supplier. |
|  | * 1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order. |
|  | * 1. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
|  | * 1. Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;  1. the proposed change(s), and a description of the difference to the existing contract requirements; |
|  | 1. a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and 2. a description of any effect(s) of the change on performance/functionality. |
|  | * 1. The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:  1. accelerates the delivery period; or 2. reduces the Contract Price or the life cycle costs to the Purchaser; or |
|  | 1. improves the quality, efficiency, or sustainability of the Goods; or 2. yields any other benefits to the Purchaser, |
|  | without compromising the necessary functions of the Facilities. If the value engineering proposal is approved by the Purchaser and results in:   1. a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or 2. an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price. |
|  | * 1. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| **Extensions of Time** | * 1. If at any time during performance of the Contract, the Supplier or its Subcontractors or Subsuppliers should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. |
|  | * 1. Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| **Termination** | * 1. Termination for Default  1. 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: 2. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; |
|  | (ii) if the Supplier fails to perform any other obligation under the Contract; or  (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract. |
|  | 1. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, 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. |
|  | * 1. Termination for Insolvency.  1. 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. |
|  | * 1. Termination for Convenience.  1. 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. |
|  | 1. 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: 2. 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. |
| **Assignment** | * 1. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| **37. Export Restriction** | 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems, or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems, or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorisations, and licenses necessary for the export of the products/goods, systems, or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3. |

# **Section IX - Special Conditions of Contract**

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.*

***[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording and delete the text in italics].***

|  |  |
| --- | --- |
| **GCC 1.1(i)** | The Purchaser’s Country is: *[insert name of the Purchaser’s Country]* |
| **GCC 1.1(j)** | The Purchaser is: *[Insert complete legal name of the Purchaser]* |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: *[Insert name(s) and detailed information on the location(s) of the site(s)]* |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms]* |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be *[insert date of current edition]* |
| **GCC 5.1** | The language shall be: *[insert the name of the language]* |
| **GCC 7.1** | Eligible countries are [*insert eligible countries which unless stated otherwise in the financing agreement will be CDB member countries*] |
| **GCC 7.2** | Exceptions to the origin of equipment, material, and services are [*insert as relevant taking into account any prevailing UN sanctions or Recipient exceptions, acceptable to CDB, or state “none”*] |
| **GCC 8.1** | For notices, the Purchaser’s address shall be:  Attention: ***[ insert full name of person, if applicable]***  Street Address: ***[insert street address and number]***  Floor/Room number***: [insert floor and room number, if applicable]***  City: ***[insert name of city or town]*** |
|  | ZIP Code: ***[insert postal ZIP code, if applicable]***  Country: ***[insert name of country]***  Telephone: ***[include telephone number, including country and city codes]***  Facsimile number: ***[insert facsimile number, including country and city codes]***  Electronic mail address***: [insert e-mail address, if applicable]*** |
| **GCC 9.1** | The governing law shall be the law of*:* ***[insert name of the country or state]*** |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  ***[The Bidding Document should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Supplier who is a national of the Purchaser’s Country. At the time of finalising the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the Bidding Document.***  ***“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser’s Country.”]***   * + - * 1. ***Contract with foreign Supplier:***   ***[For contracts entered into with foreign Suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. CDB should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]***  ***If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:***  GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.  ***If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:***  GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.  ***If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:***  GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.  ***If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:***  GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.   * + - * 1. ***Contracts with Supplier national of the Purchaser’s Country:***   In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country. |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are ***[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea waybill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details* *etc.].***  The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the Related Services performed ***[insert “shall” or “shall not,” as appropriate]*** be adjustable.  If prices are adjustable, the following method shall be used to calculate the price adjustment ***[see attachment to these SCC for a sample Price Adjustment Formula]*** |
| **GCC 16.1** | ***Sample provision***  GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  **Payment for Goods supplied from abroad:**  Payment of foreign currency portion shall be made in ***[insert currency of the Contract Price]*** in the following manner:  **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Bidding Document or another form acceptable to the Purchaser.  **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.  **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.  Payment of local currency portion shall be made in *[currency]* within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.  **Payment for Goods and Services supplied from within the Purchaser’s Country:**  Payment for Goods and Services supplied from within the Purchaser’s Country shall be made in \_\_\_\_\_ *[currency]*, as follows:   * + - 1. **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Document or another form acceptable to the Purchaser.       2. **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.       3. **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. |
| **GCC 16.5** | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be ***[insert number]***days.  The interest rate that shall be applied is ***[insert number]*** *%* |
| **GCC 18.1** | A Performance Security ***[ insert “shall” or “shall not” be required****]*  ***[If a Performance Security is required, insert***“the amount of the Performance Security shall be:***[insert amount]***  ***[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]*** |
| **GCC 18.3** | If required, the Performance Security shall be in the form of: ***[insert “a Demand Guarantee” or” a Performance Bond”]***  If required, the Performance security shall be denominated in ***[insert “a freely convertible currency acceptable to the Purchaser”*** *or* “the currencies of payment of the Contract, in accordance with their portions of the Contract Price”*]* |
| **GCC 18.4** | Discharge of the Performance Security shall take place: ***[ insert date if different from the one indicated in sub clause GCC 18.4]*** |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: ***[insert in detail the type of packing required, the markings in the packing and all documentation required]*** |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms*.*  If not in accordance with Incoterms, insurance shall be as follows:  ***[insert specific insurance provisions agreed upon, including coverage, currency, and amount]*** |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms.  If not in accordance with Incoterms, responsibility for transportations shall be as follows: ***[insert***“The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s Country, defined as the Project Site, transport to such place of destination in the Purchaser’s Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms ***(specify the respective responsibilities of the Purchaser and the Supplier)]*** |
| **GCC 25.2** | Related Services to be provided are:  ***[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]*** |
| **GCC 26.1** | The inspections and tests shall be: ***[insert nature, frequency, procedures for carrying out the inspections and tests]*** |
| **GCC 26.2** | The Inspections and tests shall be conducted at: ***[insert name(s) of location(s)]*** |
| **GCC 27.1** | The liquidated damage shall be: **[*insert number]*** % per week |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: ***[insert number****]* % |
| **GCC 28.3** | The period of validity of the Warranty shall be: ***[insert number]*** days  For purposes of the Warranty, the place(s) of final destination(s) shall be:  ***[insert name(s) of location(s)]***  ***Sample provision***  GCC 28.3—In partial modification of the provisions, the warranty period shall be \_\_\_\_\_ hours of operation or \_\_\_\_\_ months from date of acceptance of the Goods or (\_\_\_\_\_) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:  (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,  **or**  (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (\_\_\_\_\_\_).  ***[The rate should be higher than the adjustment rate used in the Bid evaluation]*** |
| **GCC 28.5, GCC 28.6** | The period for repair or replacement shall be: ***[insert number(s)]*** days. |
| **GCC 33.4** | If the value engineering proposal is approved by the Purchaser, the amount to be paid to the Supplier shall be \_\_\_% ***(insert appropriate percentage. The percentage is normally up to 50%)*** of the reduction in the Contract Price. |

**Attachment: Price Adjustment Formula**

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

P1 = P0 [a + bL1 + cM1] - P0

L0 M0

a+b+c = 1

in which:

P1 = adjustment amount payable to the Supplier.

P0 = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.

b = estimated percentage of labor component in the Contract Price.

c = estimated percentage of material component in the Contract Price.

L0, L1 = \*labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M0, M1 = \*material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients a, b, and c as specified by the Purchaser are as follows:

a = *[insert value of coefficient]*

b = *[insert value of coefficient]*

c = *[insert value of coefficient]*

Base date = thirty (30) days prior to the deadline for submission of the Bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

* + 1. No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
    2. If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z0/Z1, where:

Z0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P0 on the Base date, and

Z1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P0 on the Date of Adjustment.

* + 1. No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

**APPENDIX TO SPECIAL CONTRACT CONDITIONS**

**Prohibited Practices and Other Integrity Related Matters**

***[Notes to the Client: This Section VI shall not be modified apart from in accordance with the advice accompanying 1 (b) (iii).]***

1. CDBhas a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB’s adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, proposers, firms, suppliers, Subsuppliers, service providers, contractors, Subcontractors, Consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:
   * 1. defines, for the purposes of this provision, Prohibited Practices as follows:
     2. **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
     3. **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
     4. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
     5. **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party, to influence improperly the actions of a party; and
     6. **“obstructive practice”** is:
2. deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
3. acts which impede the exercise of CDB’s access, inspection and audit rights provided for under Paragraph 1. (f) below.
4. will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Proposer:
   * + 1. has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;
       2. is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or
       3. is suspended or debarred by CDB for engaging in Prohibited Practices ***[Note to Client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text]*** or against whom an MDB Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. ***[Note to Client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text]*** Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;
5. may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;
6. will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;
7. may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
8. requires Bidders, Proposers, Firms, Suppliers, service providers, Contractors, Subcontractors, Consultants, sub-consultants, suppliers, Subsuppliers, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB’s request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB’s Office of Integrity, Compliance and Accountability.

**Section X. Contract Forms**

**Introduction**

This Section contains Contract Forms which, once completed, will constitute part of the Contract. The forms for Contract Agreement, Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder*,* after contract award.

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# **Notification of Intention to Award**

***[only applies in the case of a standstill period]***

**[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]**

***[Send this Notification to the Bidder’s Authorised Representative named in the Bidder Information Form]***

For the attention of Bidder’s Authorised Representative

Name: ***[insert Authorised Representative’s name]***

Address: ***[insert Authorised Representative’s Address]***

Telephone/Fax numbers: ***[insert Authorised Representative’s telephone/fax numbers]***

Email Address: ***[insert Authorised Representative’s email address]***

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION**: This Notification is sent by: [*email/fax*] on [*date*] (local time)

**Notification of Intention to Award**

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

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

**Contract title: *[insert the name of the contract]***

**Country: *[insert country where ICB is issued]***

**Loan No./Grant No.:*****[insert reference number for loan/credit/grant]***

**ICB No: *[insert ICB reference number from Procurement Plan]***

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **The successful Bidder**

|  |  |
| --- | --- |
| **Name:** | **[*insert name* *of successful Bidder*]** |
| **Address:** | **[*insert address* *of the successful Bidder*]** |
| **Contract Price:** | **[*insert contract price* *of the successful Bid*]** |

1. **Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid’s price was evaluated include the evaluated price as well as the Bid price as read out.]***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name of Bidder** | **Bid price** | **Evaluated Bid price**  **(if applicable)** | **Weighted Financial score** | **Weighted Technical Score** | **Total Technical and Financial Score** |
| **[*insert name of Successful Bidder*]** | **[*insert Bid price*]** | **[*insert evaluated price*]** |  |  |  |
| **[*insert name*]** | **[*insert Bid price*]** | **[*insert evaluated price*]** |  |  |  |
| **[*insert name*]** | **[*insert Bid price*]** | **[*insert evaluated price*]** |  |  |  |
| **[*insert name*]** | **[*insert Bid price*]** | **[*insert evaluated price*]** |  |  |  |
| **[*insert name*]** | **[*insert Bid price*]** | **[*insert evaluated price*]** |  |  |  |

1. **Reason/s why your Bid was unsuccessful**

|  |
| --- |
| ***[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.] Where self-evident from the scores stated above, just key points should be added that impacted the scores*** |

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**  You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.  Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:  **Attention**: **[*insert full name of person, if applicable*]**  **Title/position**: **[*insert title/position*]**  **Agency**: ***[insert name of Purchaser]***  **Email address**: ***[insert email address]***  **Fax number**: ***[insert fax number] delete if not used***  If your request for a debriefing is received within three (3) Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**:  ***[insert full name of person, if applicable]***  **Title/position**: ***[insert title/position]***  **Agency**:  ***[insert name of Purchaser]***  **Email address**: ***[insert email address]***  **Fax number**: ***[insert fax number]*** ***delete if not used***  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  Further information:  For more information see the Procurement Procedures for Projects Financed by CDB. You should read these provisions before preparing and submitting your complaint. In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this Bidding process and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the contract. 3. You must submit the complaint within the period stated above. 4. You must include, in your complaint, all of the information required by the aforementioned Procurement Procedures. |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended as stated in Section 4 above. |

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: \_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/position: \_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **Letter of Acceptance**

*[On letterhead paper of the Purchaser]*

***. . . . . . . [date]. . . . . . .***

To: ***[Name and address of the Supplier]*** . . . . . . . . . .

Subject**: *[Notification of Award Contract No]*.** . . . . . . . . . .

This is to notify you that your Bid dated . . . . ***[Insert date]*** *. .* . . for execution of the . . . . . . . . . ***[insert name of the contract and identification number]***. . . . . . . . . . for the amount of . . . . . . . ***[insert* *amount(s) in figures and words and name(s) of currency(ies)]*,** as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are requested to furnish the Performance Security in the amount of***[insert amount (s) in figures and words and name(s) of currency(ies)]*** within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X (Contract Forms) of the Bidding Document.

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

# **Contract Agreement**

THIS CONTRACT AGREEMENT is made on the ***[insert: number]*** day of ***[insert: month]****,* ***[insert: year]***.

BETWEEN

1. **[*Insert complete name of the Purchaser*]**, a **[*insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of the Purchaser*}**, or corporation incorporated under the laws of ***{insert name of Country of the Purchaser}*** and having its principal place of business at ***[insert address of the Purchaser]*** (hereinafter called “the Purchaser”),

and

1. **[I*nsert name of the Supplier*]**, a corporation incorporated under the laws of ***[insert: country of Supplier]*** and having its principal place of business at ***[insert: address of Supplier]*** (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for Goods *[and Related Services*], described as ***[insert brief description of the Goods and Related Services]*** and has accepted a Bid by the Supplier for the supply of these Goods *[and Related Services]*, and the Purchaseragrees to pay the Supplier the Contract Price 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.

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
   * 1. the Letter of Acceptance;
     2. the Letter of Bid;
     3. the Addenda Nos. *[insert Addenda numbers if any]*. . . . .
     4. the Special Contract Conditions;
     5. the General Contract Conditions;
     6. the Specifications (including Supply Requirements and Technical Specifications);
     7. the Drawings*;*
     8. the completed Schedules (including Price Schedules); and
     9. any other documents listed in GCC as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to supply the Goods [and Related Services] and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods [*and Related Services*] and the remedying of defects therein, the Contract Price 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.

Agreement to be executed in accordance with the laws of …………………… ***[name of the Purchaser’s country]*** on the day, month and year indicated above.

Signed by: Signed by:

For and on behalf of the PurchaserFor and on behalf the Supplier

# **Performance Security (Bank Guarantee)**

[The Bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

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

Bidding Process Reference: ***[insert no. and title of Bidding process]***

Bank’s Branch or Office: ***[insert complete name of Guarantor]***

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

**PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]***

We have been informed that ***[insert complete name of the Supplier]*** (hereinafter called "the Supplier") has entered into Contract No. ***[insert number]*** dated ***[insert day and month]***, ***[insert year]*** with you, for the supply of***[description of Goods and Related Services]***and the remedying of any defects therein (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding ***[insert amount[[6]](#footnote-6)/ in figures and words]*** such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the ***[insert number]*** day of ***[insert month]*** ***[insert year][[7]](#footnote-7)/***, and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signatures of authorised representatives of the Bank]

# **Performance Security (Performance Bond)**

Bond No:\_\_\_\_\_\_\_\_\_\_

By this Bond ***[insert name of Principal]*** as Principal (hereinafter called “the Supplier”) and ***[insert name of Surety]*** as Surety (hereinafter called “the Surety”), are held and firmly bound unto ***[insert name of Purchaser]*** as Obligee (hereinafter called “the Supplier”) in the amount of ***[insert amount in words and figures]***, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the day of , 20 , for ***[name of contract and brief description of Goods and Related Services]*** in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or
3. pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of 20 .

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

# **Advance Payment Security**

[*The Bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated*.]

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

Bidding Process Reference: ***[insert number and title of Bidding process]***

[*Bank’s letterhead*]

**Beneficiary:** ***[insert legal name and address of Purchaser]***

**ADVANCE PAYMENT GUARANTEE No.:** ***[insert Advance Payment Guarantee No.]***

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called “the Applicant”) has entered into Contract No. ***[insert reference number of the contract]*** dated ***[insert date]*** with the Beneficiary, for the execution of ***[insert name of contract and brief description of Goods and Related Services]*** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] [insert amount in words] is to be made against an advance payment guarantee.

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

1. has used the advance payment for purposes other than toward delivery of Goods; or
2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant’s bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert day] day of [insert month], 2 [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded. *. . . . . . . . . . . . . [Seal of Bank and Signature(s)]. . . . . . . . . . . . ..*

***Note to Client:*** *All italicised text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

*\*\* The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

1. / A debarment imposed and announced publicly, on their official website, by at least one MDB which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions in accordance solely with its internal sanctions policies and procedures. [↑](#footnote-ref-1)
2. / A debarment imposed and announced publicly pursuant to the provisions for mutual recognition and enforcement under the Agreement on Mutual Enforcement of Debarment Decisions. [↑](#footnote-ref-2)
3. / An individual firm is considered a regional Bidder for purposes of the margin of preference if it is registered in a CDB borrowing member country (BMC), has more than 50 percent ownership by nationals of CDB BMCs. JVs are considered as regional Bidders and eligible for regional preference only if the individual member firms are registered in a BMC or have more than 50 percent ownership by nationals of CDB’s BMCs, and the JV shall be/is registered in a BMC. JVs between firms who are not from CDB’s BMC and national firms will not be eligible for regional preference. [↑](#footnote-ref-3)
4. / The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency. [↑](#footnote-ref-4)
5. / As an example, such an undertaking might read as follows: “We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against Prohibited Practices in force in the country of the [Purchaser ], as such laws have been listed by the [Purchaser ] in the Procurement Documents for this contract.” [↑](#footnote-ref-5)
6. *The Bank shall insert the amount(s) specified in the SC and denominated, as specified in the SC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-6)
7. *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-7)