

STANDARD PROCUREMENT DOCUMENT



STANDARD BIDDING
DOCUMENT FOR
PROCUREMENT OF
GOODS



CARIBBEAN DEVELOPMENT BANK

MARCH 2018

Foreword

This Standard Bidding Document (SBD) for Procurement of Goods and User's Guide 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 within the respective multilateral development bank have required a change.

This document is to be used for the procurement of goods under the International Competitive Bidding (ICB) method, one (1) envelope process, under projects that are financed in whole, or in part, by the Bank. This document for Procurement of Goods assumes that no prequalification has taken place before bidding.

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

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

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Summary Description

Standard Bidding Documents for Procurement of Goods

PART 1 – BIDDING PROCEDURES

Section I Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. 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 includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated bid and the requirements for the Bidder's qualification to perform the contract.

Section IV Bidding Forms

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

Section V Eligible Countries

This Section includes information regarding eligible countries.

PART 2 – REQUIREMENTS

Section VI Supply Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VII General Conditions of Contract (GC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VIII Special Conditions of Contract (SC)

This Section contains clauses specific to each contract that modify or supplement Section VII, General Conditions of Contract.

Section IX 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.

PROCUREMENT DOCUMENTS

**Bidding Document for
Procurement of Goods**

Procurement of:

Issued on: _____

ICB No: _____

Purchaser: _____

Country: _____

Preface

This Bidding Document for Procurement of Goods has been prepared by [\[Executing Agency\]](#) and is based on the Standard Bidding Document for Procurement of Goods issued by Caribbean Development Bank dated March 2018.

The Standard Bidding Document for Procurement of Goods reflects the structure and the provisions of the Master Document for Procurement of Goods, prepared by Multilateral Development Banks and International Financing Institutions, except where specific considerations within the respective institutions have required a change.

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. 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 incidental thereto, as specified in Section VI, Supply Requirements. The name, identification, and number of lots are **provided in the BDS**.
 2. Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Section VII, General Conditions.

- 2. Source of Funds**
 1. The Recipient (hereinafter called “Recipient”) **indicated in the BDS** has applied for or received financing (hereinafter called “funds”) from the Caribbean Development Bank (hereinafter called “the Bank”) 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(s) for which this Bidding Document is issued.
 2. Payments by the Bank will be made only at the request of the Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Recipient and the Bank (the Financing Agreement), and will be subject in all respects to the terms and conditions of the Financing Agreement. The Financing Agreement prohibits withdrawal from the financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by 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 funds.

3. Fraud and Corruption

3.1 The Bank requires that the Recipient (including beneficiaries of Bank financing, as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the financing engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or

3.2 Furthermore, Bidders shall be aware of the provisions stated in Section VII, General Conditions of Contract.

- 4. Eligible Bidders**
1. A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.6—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA). In the case of a joint venture, consortium, or association:
 - (a) all partners shall be jointly and severally liable, and
 - (b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.

2. A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if a Bidder:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) 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
 - (e) or 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

- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Recipient for the Contract implementation; or
 - (g) 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
 - (h) 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.
4. A firm that is a Bidder (either individually or as a JVCA member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. 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 JVCA member, may participate as a subcontractor in more than one Bid.
 5. A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, or under suspension based on the execution of a Bid–Securing Declaration in the Purchaser’s Country at the date of the deadline for bid submission or thereafter, shall be disqualified.
 6. Government-owned entities in an eligible country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the eligible country.
 7. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

8. Firms shall be excluded if:
 - (a) as a matter of law or official regulation, the Recipient's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or Related Services 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 from that country or any payments to persons or entities in that country.
 9. In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 5. Eligible Goods and Related Services**
1. All goods and services to be supplied under the Contract and financed by the Bank, shall have their source and origin in an eligible country of the Bank (as listed in Section V, Eligible Countries) and for that purpose:
 - (a) "source" shall mean the country from which an item is transported to the country in which the project is located or the latter country provided that in both cases the item is located there at the time of purchase;
 - (b) "origin" shall mean the country in which an item is mined, grown, or produced. An item is produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or in utility from its components; and
 - (c) goods shall be considered to originate in a country if they meet the criterion of at least 50% by value derived from within that country,
 2. For purposes of this Clause, the term Goods includes commodities, raw material, machinery, equipment, and industrial plants; and Related Services includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
 3. The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

4. At the Purchaser's request, Bidders may be required to provide evidence of the source and origin of goods and services.

B.

Contents of Bidding Document

6. Sections of Bidding Document

1. The Bidding Document consist 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

PART 2 Requirements

- Section VI. Supply Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions of Contract (GC)
- Section VIII. Special Conditions of Contract (PS)
- Section IX. Contract Forms

2. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
3. The Bidder shall obtain the Bidding Document and the 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, from the source stated by the Purchaser in the Invitation for Bids; otherwise the Purchaser is not responsible for the completeness of the Bidding Document.
4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

- 7. Clarification of 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 his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Purchaser will respond to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within the number of days **specified in the BDS**. The Purchaser's response shall be in writing with copies 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 Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
 2. 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 provision of the Requirements. The costs of visiting the site shall be at the Bidder's own expense.
 3. Pursuant to ITB 7.2, where the 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.
 4. The Bidder's designated representative is invited to attend a pre-bid meeting, **if provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so **provided for in the BDS**, the Purchaser will organize a site visit.
 5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.

6. 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.
7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

1. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda.
2. Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with ITB 6.3.
3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. 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.

10. 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 that language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
 - (b) Completed Schedules, as provided in Section IV, Bidding Forms, completed in accordance with ITB 12 and ITB 14;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19;
 - (d) at the Bidder's option, alternative proposals, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3;
 - (f) documentary evidence establishing the eligibility of the Goods and Services offered by the Bidder, in accordance with ITB 17.1;
 - (g) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Bidding Forms, in accordance with ITB 16;
 - (h) documentary evidence as **specified in the BDS**, establishing the conformity of the Goods and Related Services offered by the Bidder with the Bidding Document, using the relevant forms furnished in Section IV, Bidding Forms, in accordance with ITB 17 and 28;
 - (i) in the case of a bid submitted by a JVCA, JVCA agreement, or letter of intent to enter into a JVCA including a draft agreement, indicating at least the parts of the Requirements to be executed by the respective partners; and
 - (j) any other document **required in the BDS**.
- 12. Letter of Bid and Price Schedules**
1. The Bidder shall submit the Letter of Bid using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted except as provided for under ITB 20.2. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
1. Unless otherwise **indicated in the BDS**, alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.

2. When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
3. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Purchaser's requirements as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Purchaser, including drawings, design calculations, technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Purchaser.
4. When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the requirements, and such parts shall be **identified in the BDS**, as will the method for their evaluation, and described in Section VI, Supply Requirements.

14. Bid Prices and Discounts

1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
2. Unless otherwise **provided in the BDS** and the General Conditions of Contract (GC), the prices quoted by the Bidder shall be fixed.
3. The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid excluding any discounts offered.
4. The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
5. The terms EXW, CIF, 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**.

6. Prices shall be quoted as required 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:
- (a) For Goods manufactured in the Purchaser's Country:
 - (i) 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;
 - (ii) 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
 - (iii) 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.**
 - (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP, named place of destination, in the Purchaser's Country, as **specified in the BDS;**
 - (ii) 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;**
 - (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) 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;
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already

7. 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 non-responsive and shall be rejected, pursuant to ITB 28. 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.
8. If so indicated pursuant to ITB 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). **Unless otherwise indicated in the BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

**15. Currencies
of Bid**

1. The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise **specified in the BDS**.
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.

**16. Documents
Establishing the
Eligibility and
Qualifications
of the Bidder**

1. To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in Section IV, Bidding Forms.
2. If so **required in the BDS**, a Bidder shall submit the Manufacturer's Authorisation, using the form included in Section IV, Bidding Forms where the Bidder does not manufacture or produce the Goods it offers to supply.

3. If so **required in the BDS**, a Bidder shall submit evidence that it will be 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 Requirements, where a Bidder does not conduct business within the Purchaser's Country.
- 17. Documents**
- Establishing the Eligibility and Conformity of Goods and Related Services**
1. To establish the eligibility of the Goods and Services in accordance with ITB Clause 5, Bidders shall complete the forms, included in Section IV, Bidding Forms.
2. To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its

Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Supply Requirements.

3. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VI, Supply Requirements.
4. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
5. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VI, Supply Requirements.

**18. Period of
Validity of Bids**

1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
3. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

19. Bid Security

1. The Bidder shall furnish as part of its bid, the original of either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, using the relevant form included in Section IV, Bidding Forms. In the case of a bid security, the bid security amount and currency shall be as **specified in the BDS**.
2. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; *or*
 - (d) another form of security **specified in the BDS**

from a reputable source from an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuer shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding 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 validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

4. If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.
5. If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 37.
6. The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
7. The bid security may be forfeited or the Bid-Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 36; or
 - (ii) furnish a performance security in accordance with ITB 37.

- 8. The Bid Security or the Bid Securing Declaration of a JVCA shall be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted into a legally enforceable JVCA at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 9. If a Bid-Securing Declaration is executed in accordance with ITB 19.7, the Purchaser will declare the Bidder ineligible to be awarded a contract by the Purchaser for the period of time stated in the Form of Bid-Securing Declaration.

20. Format and Signing of Bid

- 1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. 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 have been made shall be signed or initialed by the person signing the bid.
- 3. A bid submitted by a JVCA shall comply with the following requirements:
 - (a) be signed so as to be legally binding on all partners; and

- (b) include the Representative's authorisation referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.
4. Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D.

Submission and Opening of Bids

21. Submission, Sealing and Marking of Bids

1. Bidders may always submit their bids by mail or by hand. If so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting bids by mail or by hand shall enclose the original and copies of the Bid in separate sealed envelopes. If so permitted in accordance with ITB 13 alternative proposals, and copies thereof, shall also be placed in separate envelopes. The envelopes shall be duly marked as "ORIGINAL," "ALTERNATIVE," "ORIGINAL COPY," and "ALTERNATIVE COPY". These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with ITB 21.2 and 21.3.
 - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
2. The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 22.1;
 - (c) bear the specific identification of this bidding process pursuant to ITB 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
3. If envelopes and packages are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

- 22. Deadline for Submission of Bids**
1. Bids must be received by the Purchaser at the address and no later than the date and time **indicated in the BDS**.
 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.
- 23. Late Bids**
1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
1. A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
 - (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
 2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
 3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25. Bid Opening**
1. Except as in the cases specified in ITB 23 and ITB 24.2, 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 required if electronic bidding is permitted in accordance with ITB 21.1, shall be as **specified in the BDS**.

2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. 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, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. 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. 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. Only bids that are opened and read out at bid opening shall be considered further.
3. The Purchaser shall open all other envelopes one at a time and read out: the name of the Bidder, the Bid Price(s), any discounts and their application methodology, alternative bids, the presence or absence of a bid security or Bid-Securing Declaration; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.
4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative proposals; and the presence or absence of a bid security or a Bid-Securing Declaration. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E.**Examination of Bids**

- 26. Confidentiality**
1. Information relating to the evaluation of bids shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders, in accordance with ITB 35.
 2. Any attempt by a Bidder to influence improperly the Purchaser in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
 3. Notwithstanding ITB 26.1, 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.
- 27. Clarification of Bids**
1. To assist in the examination, evaluation, and comparison of the bids, 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. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB 29.
 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.
- 28. Determination of Responsiveness**
1. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
 2. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
 - (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

3. A material deviation, reservation, or omission is one that,
 - (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section VI; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
4. The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VI have been met without any material deviation, reservation, or omission.
5. If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
6. Provided that a bid is substantially responsive, the Purchaser may waive any quantifiable nonconformities in the bid that do not constitute a material deviation, reservation or omission.
7. 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. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid
8. Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the non-conforming item or component. The adjustment shall be made using the methodology indicated in Section III, Evaluation and Qualification Criteria.

F. Bid Evaluation and Comparison

- 29. Correction of Arithmetical Errors**
1. Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors as indicated in Section III, Evaluation and Qualification Criteria.
 2. If a Bidder does not accept the correction of errors, its bid shall be declared non-responsive and its Bid Security shall be forfeited or the Bid Securing Declaration executed.
- 30. Conversion to Single Currency**
1. For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as **specified in the BDS**.
- 31. Evaluation of Bids**
1. The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
 - (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
 2. To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 29.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 30.1;
 - (e) Unless otherwise **specified in the BDS**, no regional margin of preference shall apply. If a margin of preference applies, the application methodology shall be as specified in Section III, Evaluation and Qualification Criteria.
 - (f) price adjustment due to quantifiable non-material non-conformities in accordance with ITB 28.8; and
 - (g) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

3. 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.
4. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria. The Purchaser's evaluation of a Bid will exclude and not take into account:
 - (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) 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 if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.
5. 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 14. 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 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 31.2(f).

32. Qualification of the Bidder

1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16.

3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
4. The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid Price.

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

- 33.1 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.

G.

Award of Contract

34. Award Criteria

1. Subject to ITB 33, the Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
2. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Services originally specified in Section VI, 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.

**35. Notification of
Award**

1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted.
2. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

3. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online and in the Bank's website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing from the Purchaser, a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

36. Signing of Contract

1. Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement.
2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
3. Upon the successful Bidder's furnishing of the signed Contract Agreement and Performance Security pursuant to ITB 37, the Purchaser will discharge its Bid Security, pursuant to ITB 19.
4. Notwithstanding ITB 36.2 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 of the Bank 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.

**37. Performance
Security**

1. Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section IX, Annex to the Special Conditions - 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.
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, or execution of the Bid Security Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet

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.]

A. General	
ITB 1.1	The Purchaser is: <i>[insert complete name]</i>
ITB 1.1	The name of the bidding process is: <i>[insert complete name]</i> The identification number of the bidding process is: <i>[insert identification number]</i> The number and identification of lots comprising this bidding process are: <i>[insert number and identification of each lot, if applicable]</i>
ITB 2.1	The Recipient is: <i>[insert complete name]</i> _____
ITB 2.1	The name of the Project is: <i>[insert name of the Project]</i>
B. Contents of Bidding Document	
ITB 7.1	For clarification purposes only, the Purchaser's address is: Attention: <i>[insert full name of person, if applicable]</i> Street Address: <i>[insert street address and number]</i> Floor/Room number: <i>[insert floor and room number, if applicable]</i> City: <i>[insert name of city or town]</i> Zip Code: <i>[insert postal (ZIP) code, if applicable]</i> Country: <i>[insert name of country]</i> Electronic mail address: <i>[insert email address, if applicable]</i> Requests for clarification should be received by the Purchaser no later than <i>[insert no. of days]</i> , prior to the deadline for submission of Bids.

ITB 7.4	<p>A Pre-Bid meeting <i>[insert “shall” or “shall not”]</i> take place.</p> <p>If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: <i>[insert date, if applicable]</i></p> <p>Time: <i>[insert time, if applicable]</i></p> <p>Place: <i>[insert place, if applicable]</i></p> <p>A site visit conducted by the [...] <i>[insert “shall be” or “shall not be”]</i> organized.</p> <p>If a Site Visit is organized, it will be at the following date, time and place:</p> <p>Date: <i>[insert date, if applicable]</i></p> <p>Time: <i>[insert time, if applicable]</i></p> <p>Place: <i>[insert place, if applicable]</i></p>
C. Preparation of Bids	
ITB 10.1	The language of the bid is: <i>[insert language]</i>
ITB 11.1 (h)	<p>The Bidder must provide the following documentary evidence to establish the conformity of the <i>[goods and Related Services]</i>:</p> <p><i>[Insert Documentation requested]</i></p>
ITB 11.1 (j)	<p>The Bidder shall submit with its bid the following additional documents:</p> <p><i>[Insert Documentation requested]</i></p>
ITB 13.1	<p>Alternative proposals <i>[insert “shall be” or “shall not be”]</i> permitted.</p> <p><i>[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details]</i></p>
ITB 13.2	<p>Alternative times for completion <i>[insert “shall be” or “shall not be”]</i> permitted.</p> <p><i>[If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]</i></p>
ITB 13.4	<p>Alternative technical solutions for the following parts of the Requirements: <i>[insert parts or “none”]</i> are permitted.</p> <p><i>[If alternatives to the technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]</i></p>
ITB 14.2	Prices <i>[insert “shall be” or “shall not be”]</i> fixed.
ITB 14.5	The version of the Incoterms is: <i>[insert version of Incoterms]</i>

ITB 14.6 (b)(i)	Place of destination: <i>[insert named place of destination as per Incoterm used]</i>
ITB 14.6 (a)(iii) (b)(ii) & (c)(v)	Final Destination (Project Site): <i>[insert final destination/project site, if different from named place of destination]</i>
ITB 14.7	The prices quoted by the Bidder <i>[insert “shall be” or “shall not be”]</i> subject to adjustment during the performance of the Contract. <i>[Where prices shall be subject to adjustment during the performance of the Contract, the Bidder is required to furnish the indices and coefficients for the Price Adjustment Formula (Sample) furnished in Section IV, Bidding Forms.]</i>
ITB 14.8	Prices quoted for each lot shall correspond at least to <i>[insert percentage figure]</i> % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to <i>[insert percentage figure]</i> % of the quantities specified for this item of a lot.
ITB 15.1	The Bidder <i>[insert “is” “is not”]</i> required to quote in the currency of the Purchaser’s Country, the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 16.2	The Bidder <i>[insert “shall” or “shall not”]</i> submit with its bid, the Manufacturer’s Authorisation for the following part: <i>[insert part or component]</i> .
ITB 16.3	The Bidder <i>[insert “shall” or “shall not”]</i> submit with its bid, evidence that it will be represented by an Agent in the country.
ITB 17.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>[insert duration]</i>
ITB 18.1	The bid validity period shall be: <i>[insert the number of days deemed appropriate.]</i> days.

ITB 19.1	<p><i>[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A Bid Security <i>[insert “shall be” or “shall not be”]</i> required.</p> <p>A Bid-Securing Declaration <i>[insert “shall be” or “shall not be”]</i> required.</p> <p>If a Bid Security shall be required, the amount and currency of the Bid Security shall be _____</p> <p><i>[If a Bid Security is required, insert amount and currency of the Bid Security. Otherwise insert “Not Applicable”.] [In case of lots, please insert amount and currency of the Bid Security for each lot]</i></p> <p><i>[Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Purchaser will determine for which lot or lots the Bid Security amount shall be applied.]</i></p>
ITB 19.3 (d)	<p>Other types of acceptable securities:</p> <p>_____</p> <p><i>[Insert names of other acceptable securities. Insert “None” if no Bid Security is required under provision ITB 19.1 or if Bid Security is required but no other forms of Bid securities besides those listed in ITB 19.3 (a) through (c) are acceptable.]</i></p>
ITB 19.7	<p><i>[Delete if not applicable: The following provision should be included and the required corresponding information inserted <u>only</u> if a Bid Security is not required under provision ITB 19.1 and the Purchaser wishes to declare the Bidder ineligible to be awarded a contract for a period of time should the Bidder perform any of the actions mentioned in provision ITB 19.7 (a) and (b). Otherwise omit.]</i></p> <p>If the Bidder performs any of the actions prescribed in ITB 19.7 (a) or (b), the Recipient will declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of <i>[insert period of time]</i> years.</p>
ITB 20.1	<p>In addition to the original of the bid, the number of copies is: <i>[insert number of copies required]</i>.</p>

ITB 20.2	<p>The written confirmation of authorisation to sign on behalf of the Bidder shall indicate: <i>[insert “</i></p> <p><i>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</i></p> <p><i>(b) In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”].</i></p>
D. Submission and Opening of Bids	
ITB 21.1	Bidders <i>[insert “shall” or “shall not”]</i> have the option of submitting their bids electronically.
ITB 21.1 (b)	The electronic bidding submission procedures shall be: <i>[insert a description of the electronic bidding submission procedures or state “not applicable”]</i> .
ITB 22.1	<p>For bid submission purposes only, the Purchaser’s address is: <i>[insert all required and applicable information]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>The deadline for bid submission is:</p> <p>Date: <i>[insert date]</i></p> <p>Time: <i>[insert time]</i></p>

ITB 25.1	<p>The bid opening shall take place at:</p> <p>Adress:</p> <p>City:</p> <p>Country:</p> <p>Date:</p> <p>Time: (immediately after bid submission)</p> <p>The electronic bid opening procedures shall be: <i>[insert description of the electronic bid opening procedures]</i></p> <p><i>[Note: The following provision should be included and the required corresponding information inserted <u>only</u> if Bidders have the option of submitting their Bids electronically. Otherwise omit.]</i></p>
E. Bid Evaluation and Comparison	
ITB 30.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is:</p> <p><i>[Insert the name of the currency]</i></p> <p>The source of exchange rate shall be: <i>[insert the name of the source of the exchange rates e.g. the Central Bank in the Purchaser's Country].</i></p> <p>The date for the exchange rate shall be: <i>[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]</i></p>
ITB 31.2 e)	<p>A margin of regional preference <i>[insert "shall" or "shall not"]</i> apply.</p> <p><i>[If a margin of regional preference applies, the application methodology shall be as specified in Section III, Evaluation and Qualification Criteria.]</i></p>

ITB 31.2 a)	<p>Evaluation will be done for <i>[Select Items or Lots(contracts)]</i></p> <p>Note:</p> <p><i>[Select one of the two sample paragraphs below as appropriate</i></p> <p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.]</i></p> <p><i>or</i></p> <p><i>[Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average or highest price (as specified in the BDS) of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.]</i></p>
ITB 31.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(b) Deviation in payment schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(d) the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Bid <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(f) the performance and productivity of the equipment offered; <i>[Insert Yes or No. If yes, insert the Methodology and criteria]</i></p> <p><i>[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]</i></p>
F. Award of Contract	

ITB 35.2	The maximum percentage by which quantities may be increased is: ____ <hr/> The maximum percentage by which quantities may be decreased is:
-----------------	---

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.

[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]

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1. Margin of Preference [ITB 31.2 (e)]

1. If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Caribbean region. A margin of preference of 15% applies for goods manufactured in the Republic of Haiti or Suriname or Commonwealth Caribbean member countries of CDB (i.e. regional borrowing member countries of CDB as defined in Section V), when comparing bids from non-regional countries. For goods manufactured in other regional but non-borrowing member countries of CDB (see Section v), a margin of preference of 7.5% may be permitted. In the case of goods manufactured in the Republic of Haiti or Suriname or Commonwealth Caribbean member countries of CDB, the preference shall apply only to manufactured goods accepted by CDB as eligible for area tariff treatment under Article 14 of the Annex to the Treaty establishing the Caribbean Community. 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.
2. The price quoted for goods in bids shall include all duties and taxes paid or payable on the basic materials or components purchased in the respective markets or imported, but shall exclude the sales and similar taxes on the finished product.
3. All evaluated bids shall be compared to determine the lowest evaluated bid and the lowest evaluated bid shall be selected for the award taking into account the above-mentioned margins of preference for goods manufactured in the Caribbean region.

Most Advantageous Bid:

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

2. Evaluation (ITB 31)

2.1. Evaluation Criteria (ITB 31.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.6, one or more of the following factors as specified in ITB 31.2(g) and in BDS referring to ITB 31.6, using the 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 VI, 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 VI, Supply Requirements.

(b) Deviation in payment schedule. *[insert one of the following]*

- (i) *Bidders shall state their Bid price for the payment schedule outlined in the 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

- (i) *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].*

(c) 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 specified in the BDS 17.4, is in the List of Goods. 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

- (i) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 17.4. 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.*

(d) 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.

(e) Life Cycle Costs

If specified in BDS 31.6, 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:

[Note to Purchaser: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Bids. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.]

[Either amend the following text as required, or delete if life cycle cost is not applicable]:

- (i) number of years for life cycle cost determination *[insert the number of years]*;
 - (ii) 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]*;
 - (iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology]*;
 - (iv) and the following information is required from bidders *[insert any information required from bidders, including prices]*.
- (f) Performance and productivity of the equipment: *[insert one of the following]*
- (i) Performance and productivity of the equipment. 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 31.6. 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

- (i) 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 31.6. 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]

- (g) Specific additional criteria

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 31.6][If specific **sustainable procurement technical requirements** have been specified in Section VI-Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance 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.]*

2.2. Multiple Contracts (ITB 31.4)

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 32 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
- (c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.

2.3. Alternative Bids (ITB 13.1)

An alternative if permitted under ITB 13.1, will be evaluated as follows:

[insert one of the following]

“A Bidder may submit an alternative Bid only with a Bid for the base case. The Purchaser shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the Most Advantageous Bid.”

or

“A Bidder may submit an alternative Bid with or without a Bid for the base case. The Purchaser shall consider Bids offered for alternatives as specified in the Technical Specifications of Section VI, Supply Requirements. All Bids received, for the base case, as well as alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 31.”

3. Qualification (ITB 34)

3.1 Qualification Criteria (ITB 32.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 34, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) If the Bidder is a manufacturer:

(i) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s) including period]*

(ii) **Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the bidding document.]*

(iii) **Documentary Evidence**

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*

(b) If Bidder is not a manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorisation Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least *[insert number of contracts]* contracts of similar goods in the past *[insert number of years]* years.

Section IV. Bidding Forms

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Letter of Bid

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8: _;
- (b) We offer to supply, in conformity with the Bidding Document, including eligibility requirements for Good and Related Services detailed in ITB 5, the following Goods and Related Services: _____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: ____
[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures];;
- (d) The discounts offered and the methodology for their application are: _

 _____;
- (e) Our bid shall be valid for the period of time specified in ITB 18.1., and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to furnish a performance security in accordance with ITB 37 and GC 13, for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB 4.3;
- (h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.4, other than alternative offers submitted in accordance with ITB 13
- (i) We are not subject to a Bid–Securing Declaration in the Purchaser’s Country, in accordance with ITB 4.5
- (j) We are not a government-owned entity/we are a government entity but we meet the requirement stated in ITB 4.6;

- (k) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council, in accordance with ITB 4.5 and 4.8;
- (l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____ In the capacity of _____






Signed _____

Duly authorised to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____




Bidder Information Sheet

Date: _____
 ICB No.: _____
 Invitation for Bid No.: _____
 Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JVCA, legal name of each partner:
3. Bidder's actual or intended Country of Constitution, Incorporation, or Registration:
4. Bidder's Year of Constitution, Incorporation, or Registration:
5. Bidder's Legal Address in Country of Constitution, Incorporation, or Registration:
6. Bidder's Authorised Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of:    Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  In case of JVCA, letter of intent to constitute a legally-enforceable JVCA, including a draft agreement, or JVCA agreement, in accordance with ITB Sub-Clauses 4.1.  In case of government owned entity from an eligible country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.
8. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

Partner to JVCA Information Sheet

Date: _____
 ICB No.: _____
 Invitation for Bid No.: _____
 Page _____ of _____ pages

1. Bidder's Legal Name:
2. JVCA Partner's legal name:
3. JVCA Partner's Country of Constitution, Incorporation, or Registration:
4. JVCA Partner's Year of constitution into a legally-enforceable JVCA::
5. JVCA Partner's Legal Address in Country of Constitution, Incorporation, or Registration:
6. JVCA Partner's Authorised Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of:  <input type="checkbox"/>  <input type="checkbox"/> Articles of Constitution, Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  In case of government owned entity from an eligible country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.6.
8. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

Price 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 Schedule of Requirements.]

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C Bids, goods to be imported)							Date: _____	
Currencies in accordance with ITB 15							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 <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	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)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of source/ origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total 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*

1	2	3	4	5	6	7	8	9	10	11	12
(Group C Bids, Goods already imported)											Date: _____
Currencies in accordance with ITB 15											ICB No: _____
											Alternative No: _____
											Page N° _____ of _____
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 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6(c)(iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5x8)	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 14.6(c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv))	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of Source/origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

* *[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 15					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. 4x5)	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 labor, raw materials and components from within 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 14.6(a)(ii))	Total Price per line item (Col. 6+7)	
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	4. <i>[insert total price per item]</i>	
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 15	Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____
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1	2	3	4	5	6	7
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	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
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]

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ [name of contract] 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 _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words] 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:

- (a) 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 Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with 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 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, ICC Publication No. 758.

[signature(s)]

Note: *All italicized 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*]¹ [*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 supply of [*name of Contract*] (*hereinafter called the “Bid”*).

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

- (a) withdraws its Bid during the period of bid validity specified 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 Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Bidding Document;

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 presents 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)

¹ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

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: *[insert complete name of Purchaser]*

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 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:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form 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: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

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]*

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 21 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]*

Section V. Eligible Countries

The eligibility of the bidder shall be based on nationality, in accordance with the following rules. A corporation is eligible if it satisfies the following criteria:

- (a) legally incorporated or otherwise organised in, and have their principal place of business in an eligible country;
- (b) more than 50% beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an eligible country or countries, or by a body corporate or bodies corporate meeting these requirements; or
- (c) owned or controlled by the government of an eligible country provided that it is legally and financially autonomous, operated under the commercial law of an eligible country and not a dependent agency of the eligible country.

Eligible countries are member countries of CDB, as listed below or subsequently revised and any other countries which are indicated as eligible in the Financing Agreement.

BORROWING MEMBERS

1. Anguilla
2. Antigua and Barbuda
3. Bahamas
4. Barbados
5. Belize
6. British Virgin Islands
7. Cayman Islands
8. Dominica
9. Grenada
10. Guyana
11. Haiti
12. Jamaica
13. Montserrat
14. Saint Kitts and Nevis
15. Saint Lucia

16. Saint Vincent and the Grenadines
17. Suriname
18. Trinidad and Tobago
19. Turks and Caicos Islands

REGIONAL NON-BORROWING MEMBERS

1. Brazil
2. Colombia
3. Mexico
4. Venezuela

NON-REGIONAL MEMBERS

1. Canada
2. China
3. Germany
4. Italy

5. United Kingdom

PART 2 –Requirements

Section VI. 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 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 Bids efficiently and accurately, in particular, the Price Schedule, for which a form is 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 34.2.

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).

2. 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
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

3. Technical Specifications

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *The Bank encourages the use of metric units.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Standards for equipment, materials, and workmanship specified in the bidding document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Recipient’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality than the standards*

5. Tests and Inspections

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

PART 3 – Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

	<p><i>[Name of Purchaser]</i> _____ <i>[Name of Contract]</i> _____</p> <p>These General Conditions of Contract (GC), read in conjunction with the Special Conditions of Contract (SC) and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.</p>
1. General	
Provisions	1.1 Definitions
	<p>In the Conditions of Contract (“these Conditions”), which include Special Conditions and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.</p>
	1.1.1 The Contract
	<p>1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.</p>
	<p>1.1.1.2 “Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].</p>
	<p>“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</p>
	<p>“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.</p>
	<p>“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p>
	<p>1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Purchaser, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties.</p>

	<p>If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.</p>
	<p>1.1.1.4 “Letter of Bid” means the document entitled letter of bid, which was completed by the Supplier and includes the signed offer to the Purchaser for the Goods.</p>
	<p>1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Goods.</p>
	<p>1.1.1.6 “Drawings” means the drawings of the Goods, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Purchaser in accordance with the Contract.</p>
	<p>1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Supplier and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.</p>
	<p>1.1.1.8 “Tender or Bid” means the Letter of Bid and all other documents which the Supplier submitted with the Letter of Bid, as included in the Contract.</p>
	<p>“GC” means the General Conditions of Contract.</p>
	<p>“SC” means the Special Conditions of Contract.</p>
	<p>1.1.2 Parties and Persons</p>
	<p>1.1.2.1 “Party” means the Purchaser or the Supplier, as the context requires.</p>
	<p>1.1.2.2 “Purchaser” means the person named as Purchaser in the SC and the legal successors in title to this person.</p>
	<p>1.1.2.3 “Supplier” means the person(s) named as supplier in the Letter of Bid accepted by the Purchaser and the legal successors in title to this person(s).</p>
	<p>1.1.2.4 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Goods or the Related Services; and the legal successors in title to each of these persons.</p>
	<p>1.1.2.5 “Bank” means the financing institution (if any) named in the SC.</p>

	1.1.2.6 “Recipient” means the person (if any) named as the Recipient in the SC.
	“Eligible Countries” means the countries and territories eligible as listed in Section V.
	1.1.3 Dates, Tests, Periods and Completion
	1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission of the Tender.
	1.1.3.2 “Acceptance Test” or “Test on Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the “Acceptance Certificate”.
	1.1.3.3 “Day” means a calendar day and “year” means 365 days.
	1.1.4 Money and Payments
	1.1.4.1 “Contract Price” means the price defined in Sub-Clause 10 [The Contract Price], and includes adjustments in accordance with the Contract.
	1.1.5 Goods and Related Services
	1.1.5.1 “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.
	1.1.5.2 “Related Services” means the services incidental to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
	1.1.6 Other Definitions
	1.1.6.1 “Purchaser’s Country” is the country specified in the SC.
	1.1.6.2 “Force Majeure” is defined in Clause 25 [Force Majeure].
	1.1.6.3 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
	1.1.6.4 “Performance Security” means the security (or securities, if any) under Sub-Clause 13 [Performance Security].
	1.1.6.5 “Project Site,” where applicable, means the place named in the SC.

	1.1.6.6 “Unforeseeable” or “Unforeseen” means not reasonably foreseeable by an experienced Supplier or Purchaser by the Base Date.
	1.1.6.7 “Change Order“ or “Change” is defined in Sub-clause 26 [Change Orders and Contract Amendments].
	1.2 Interpretation
	1.2.1 Interpretation In the Contract, except where the context requires otherwise:
	<ul style="list-style-type: none"> (a) words indicating one gender include all genders; (b) words indicating the singular also include the plural and words indicating the plural also include the singular; (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing; (d) written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; (e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.
	The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.
	1.2.2 If the context so requires it, singular means plural and vice versa.
	1.2.3 Incoterms
	<ul style="list-style-type: none"> (a) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms. (b) The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the SC, and published by the International Chamber of Commerce, Paris, France.

	<p>1.2.4 Entire Agreement</p> <p>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.</p>
	<p>1.2.5 Amendment</p> <p>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.</p>
	<p>1.2.6 Non-waiver</p> <p>(a) Subject to GC 1.2.6(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.</p> <p>(b) 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.</p>
	<p>1.2.7 Severability</p> <p>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.</p>
	<p>1.3 Communications</p>
	<p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:</p>
	<p>(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and</p>
	<p>(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:</p>

	<p>i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and</p>
	<p>ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.</p>
	<p>Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.</p>
	<p>1.4 Law and Language</p>
	<p>The Contract shall be governed by the law of the country or other jurisdiction stated in the SC.</p> <p>The ruling language of the Contract shall be that stated in the SC.</p> <p>The language for communications shall be that stated in the SC. If no language is stated there, the language for communications shall be the ruling language of the Contract.</p>
	<p>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.</p> <p>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.</p>
	<p>1.5 Priority of Documents</p>
	<p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p>

	<ul style="list-style-type: none"> (a) the Contract Agreement (if any); (b) the Letter of Acceptance; (c) the Bid; (d) the Special Conditions; (f) these General Conditions; (g) the Specification; (h) the Drawings; and (i) the Schedules and any other documents forming part of the Contract. <p>If an ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.</p>
	<p>1.6 Contract Agreement</p> <p>The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Purchaser.</p>
	<p>1.7 Assignment</p>
	<p>Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:</p>
	<ul style="list-style-type: none"> (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
	<ul style="list-style-type: none"> (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
	<p>1.8 Copyright</p>

	<p>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.</p>
	<p>1.9 Confidential Details</p>
	<p>The Supplier’s and the Purchaser’s Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Supplier’s compliance with the Contract and allow its proper implementation.</p> <p>Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Goods prepared by the other Party without the previous agreement of the other Party. However, the Supplier]shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.</p>
	<p>Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.</p>
	<p>1.10 Compliance with Laws</p>
	<p>The Supplier shall, in performing the Contract, comply with applicable Laws.</p>
	<p>Unless otherwise stated in the Special Conditions (SC):</p>

	<p>(a) the Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country; country where the Site is located] which (i) such authorities or undertakings require the Purchaser to obtain in the Purchaser's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Supplier and the Purchaser of their respective obligations under the Contract;</p>
	<p>(b) the Supplier shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the [...Purchaser's Country or country where the Site is located] which such authorities or undertakings require the Supplier to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under GC Sub-Clause 1.10(a) hereof and that are necessary for the performance of the Contract. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Purchaser or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Sub-Clause 1.10 hereof.</p>
	<p>1.11 Joint and Several Liability</p> <p>If the Supplier is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Purchaser for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Purchaser.</p>
	<p>1.12 Inspections and Audit by the Bank</p>

	<p>The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Supplier's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.</p>
	<p>The Supplier shall maintain all documents and records related to the Contract for a period of three (3) years after delivery of the Goods. The Supplier shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.</p>
<p>2. Contract Documents</p>	<p>2.1 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.</p>
<p>3. Fraud and Corruption</p>	<p>3.1 The Bank requires that Recipients (including beneficiaries of Bank financing), as well as bidders, suppliers, contractors and their agents (whether declared or not) sub-contractors, sub-consultants, manufacturers, and service providers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:</p>

	<p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract; (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, noncompetitive levels; and (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
	<ul style="list-style-type: none"> (b) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the financing engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to the Bank to remedy the situation; and (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract.
<p>4. Eligibility</p>	<p>4.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p>

	<p>4.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their source and origin in Eligible Countries. For the purpose of this Clause, source shall mean the country from which an item is transported to the country in which the project is located or the latter country provided that in both cases the item is located there at the time of purchase and origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
5. Notices	<p>5.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address specified in the SC. The term “in writing” means communicated in written form with proof of receipt.</p>
	<p>5.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
6. Settlement of Disputes	<p>6.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract.</p>
	<p>6.2 If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party 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 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 proceedings shall be conducted in accordance with the rules of procedure specified in the SC.</p>
	<p>6.3. Notwithstanding any reference to arbitration herein,</p> <p>(a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
7. Scope of Supply	<p>7.1 The Goods and Related Services to be supplied shall be as specified in Section VI, Supply Requirements.</p>

8. Delivery	8.1 Subject to GC 27.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in Section VI, Supply Requirements. The shipping and other documents to be furnished by the Supplier are specified in the SC. The documents specified therein shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier shall be responsible for any consequent expenses.
9. Supplier's Responsibilities	9.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GC 7, and the Delivery and Completion Schedule, as per GC 8.
10. Contract Price	10.1 Unless otherwise prescribed in the SC, the Contract price shall be fixed throughout the duration of Contract performance.
11. Terms of Payment	11.1 The Contract Price shall be paid as specified in the SC.
	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 GC 8 and upon fulfillment of all other obligations stipulated in the Contract.
	11.2 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
	11.3 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
	11.4 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 SC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment, at the rate shown in the SC, for the period of delay, until payment has been made in full, whether before or after judgment, or arbitration award.
12. Taxes and Duties	12.1 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.
	12.2 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.

	12.3 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.
13. Performance Security	13.1 If so required in the SC, 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 SC
	13.2 If so required, pursuant to GC 13.1, the performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SC, or in another form acceptable to the Purchaser.
	13.3 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.
	13.4 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 SC.
14. Sub-contracting	14.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded 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.
	14.2 Subcontracts shall comply with the provisions of GCs 3 and 4.
15. Specifications and Standards	15.1 (a) The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in Section VI, Supply Requirements.
	(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
	15.2 Technical Specifications and Drawings
	(a) The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in Section VI, Supply Requirements.

	<p>(b) Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in Section VI, 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 GC 26.</p>
16. Packing and Documents	<p>16.1 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.</p>
	<p>16.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SC, and in any other instructions ordered by the Purchaser.</p>
17. Insurance	<p>17.1 Unless otherwise specified in the SC, 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 SC.</p>
18. Transportation	<p>18.1 Unless otherwise specified in the SC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p>
19. Inspections and Tests	<p>19.1 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 SC.</p>
	<p>19.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's country as specified in the SC. Subject to GC 19.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p>

	<p>19.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GC 19.2, 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.</p>
	<p>19.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the 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.</p>
	<p>19.5 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 specifications 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.</p>
	<p>19.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p>
	<p>19.7 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 GC 19.4.</p>
	<p>19.8 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 GC 19.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>

<p>20. Liquidated Damages</p>	<p>20.1 Except as provided under GC 19, 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 SC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GC 28.</p>
<p>21. Warranty</p>	<p>21.1 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.</p>
	<p>21.2 Subject to GC 15.1(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.</p>
	<p>21.3 Unless otherwise specified in the SC, 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 SC, 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.</p>
	<p>21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p>
	<p>21.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>21.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SC, 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.</p>

<p>22. Patent Indemnity</p>	<p>22.1 The Supplier shall, subject to the Purchaser's compliance with GC 22.2, 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:</p> <ul style="list-style-type: none"> (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and (b) the sale in any country of the products produced by the Goods.
	<p>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.</p>
	<p>22.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GC 22.1, 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.</p>
	<p>22.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>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.</p>

	<p>The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors 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.</p>
<p>23. Limitation of Liability</p>	<p>23.1 Except in cases of gross negligence or willful misconduct:</p> <p>(a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p>
	<p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the 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.</p>
<p>24. Change in Laws and Regulations</p>	<p>24.1 If, within less than twenty-eight (28) days prior to the 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 GC 10.</p>

25. Force Majeure	25.1 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.
	25.2 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.
	25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Change Orders and Contract Amendments	26.1 The Purchaser may at any time order the Supplier through notice in accordance GC 5, to make changes within the general scope of the Contract in any one or more of the following:
	<p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>(b) the method of shipment or packing;</p> <p>(c) the place of delivery; and</p> <p>(d) the Related Services to be provided by the Supplier.</p>
	26.2 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.

	<p>26.3 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.</p>
	<p>26.4 Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties.</p>
27. Extensions of Time	<p>27.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GC 8, 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.</p>
	<p>27.2 Except in case of Force Majeure, as provided under GC 25, 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 GC 20, unless an extension of time is agreed upon, pursuant to GC 27.1.</p>
28. Termination	28.1 Termination for Default
	<p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p>
	<p>(i) 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 GC 27;</p> <p>(ii) if the Supplier fails to perform any other obligation under the Contract; or</p> <p>(iii) if the Supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, as defined in GC 3, in competing for, or in executing the Contract.</p>

	<p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GC 28.1(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.</p>
	<p>28.2 Termination for Insolvency</p> <p>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.</p>
	<p>28.3 Termination for Convenience</p> <p>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p>
	<p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> (i) to have any portion completed and delivered at the Contract terms and prices; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

29. Export Restrictions	29.1 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 goods or services to be supplied, which arise from trade regulations from a country supplying those goods, 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 satisfactions 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 delivery of the goods or services under the terms of the Contract.

Section VIII. Special Conditions of Contract

GC 1.1.2.5	The Bank is [<i>insert name of the financing institution financing the Contract</i>]: _____
GC 1.1.2.2	The Purchaser is: _____
GC 1.1.6.1	The Purchaser's Country is: [<i>insert the name of the Purchaser's country</i>] _____
GC 1.1.6.5	The Project Site is: [<i>insert description, if applicable</i>]_____
GC 1.1.2.6	The Recipient is: [<i>insert name of the Recipient</i>]
GC 1.2.3 (b)	The version of Incoterms shall be: _____
GC 1.4	The governing law is that of: [<i>insert name of the country,</i>]. The language for communications is [<i>Name of language for communications only if different from the ruling language</i>].: _____ The ruling language is: [<i>insert the ruling language</i>].
GC 5.1	For notices , the Purchaser's address shall be: Attention: _____ Street Address: _____ Floor/ Room number: _____ City: _____ ZIP Code: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____
GC 6.2	The rules of procedure for arbitration shall be as follows: _____ _____
GC 8.1	The shipping and other documents to be furnished by the Supplier are :____ _____

GC 10.1	<p>Price adjustments _____ apply [<i>insert “shall” or “shall not”</i>].</p> <p>If any price adjustment applies, the following method shall be used to calculate the price adjustment: [<i>see attachment to SC for the Price Adjustment Formula (Sample)</i>].</p>
GC 11.1	<p>The terms of payment shall be: _____</p>
GC 11.4	<p>The payment-delay period after which the Purchaser shall pay interest to the Supplier is _____ days.</p> <p>The interest rate that shall be applied is: _____ %.</p>
GC 13.1	<p>A performance security [<i>insert “shall” or “shall not” be required</i>] be required.</p> <p>If a performance security is required, the amount shall be: _____</p> <p>[<i>A Bank Guarantee shall be unconditional (on demand) (see Section IX, Security Forms). An amount of 5 to 10 percent of the Contract Price is commonly specified for Performance Bank Guarantees. A Performance Bond is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Supplier, or to pay the amount of the Bond to the Purchaser. An amount of 30 percent of the Contract Price is commonly used internationally for this type of security (see Section IX, Security Forms).</i>]</p>
GC 13.2	<p>If a performance security is required, the currency shall be: _____</p> <p>_____</p> <p>If required, the performance security shall be in the form of:</p> <p style="text-align: center;"><i>[insert “a Bank Guarantee” or “a Performance Bond”]</i></p>
GC 13.4	<p>Discharge of Performance Security shall take place [<i>insert “not later than 28 days”</i>] following the completion of the Supplier’s performance obligations.</p>
GC 16.2	<p>The packing, marking and documentation within and outside the packages shall be: _____</p> <p>_____</p>
GC 17.1	<p>The insurance coverage [<i>insert “shall be” or “shall not be”</i>] in accordance with Incoterms.</p> <p>If not in accordance with Incoterms, insurance coverage shall be as follows:</p> <p>_____</p>

GC 18.1	Responsibility for transportation of the Goods <i>[insert “shall be” or “shall not be”]</i> be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportation shall be as follows: _____
GC 19.1	The inspections and tests shall be: _____
GC 19.2	The inspections and tests shall be conducted at: _____
GC 20.1	The liquidated damage shall be: _____ % per week The maximum percentage of liquidated damages shall be: _____ % _____
GC 21.3	The period of validity of the warranty shall be: _____ <u>For the purposes of the warranty, the place(s) of final destination(s) shall be:</u> _____
GC 21.5	The Period within which the Supplier shall Repair or Replace defective goods shall be: <i>[insert figure]</i> days.
GC 21.6	The Deadline after which the Purchaser may take remedial action if the Supplier fails to remedy the notified defects shall be: <i>[insert figure]</i> days.

Price Adjustment Formula (Sample)

Where, pursuant to **ITB 14.7** and **GC 10.1**, Prices shall be adjustable during the performance of the Contract, the following method shall be used to calculate the price adjustment:

Prices payable to the Supplier, as provided for at **ITB 14.7** and **GC 10.1**, shall be subject to adjustment during performance of the Contract, to reflect changes in the cost of labour and material components in accordance with the formula:

$$P_1 = P_0 (a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}) - P_0$$

$$a+b+c = 1$$

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

L₀, L₁ = labour 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 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]*

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = twenty-eight (28) 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:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. 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 Related Services subject to adjustment.
- (b) If the currency in which the Contract Price **P₀** is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section IX. 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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1. 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 IX (Contract Forms) of the Bidding Document.

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

2. 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

(2) *[insert 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 Purchaser agrees 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.

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the Addenda Nos.....; *[insert addenda numbers if any]*.
- (d) the Special Conditions;
- (e) the General Conditions;
- (f) the Specification;
- (g) the Drawings; and
- (h) the completed Schedules.

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 borrowing country]*on the day, month and year indicated above.

Signed by:

Signed by:

For and on behalf of the Purchaser

For and on behalf the Supplier

In the presence of:

In the presence of:

Witness, Name, Signature, Address,

Date

Witness, Name, Signature, Address, Date

3. 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 amount¹] 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],² 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]

¹ *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.*

² *Dates established in accordance with Clause 13.4 of the General Conditions of Contract ("GC"), taking into account any warranty obligations of the Supplier under Clause 11.2 of the GC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. 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: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

4. 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 _____

5. 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 *[name of the Supplier]*. (hereinafter called “the Supplier”) has entered into Contract No. *[reference number of the Contract]*. dated with you, for the supply of *[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 *[name of the currency and amount in figures]* ¹. (*[amount in words]*.) is to be made against an advance payment guarantee.

At the request of the Supplier, we *[name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]**. (*[amount in words]*.) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than *[... performing his obligations under the Contract]*.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number *[Supplier's account number]*. at *[name and address of the Bank]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. No.758, except that the supporting statement under Article 15(a) is hereby excluded.

..... [Seal of Bank and Signature(s)].

Note –

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

¹*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.*