**STANDARD BIDDING DOCUMENTS**

**Request for Bids**

**Goods**

 **through International Competitive Bidding**

**Inter-American Development Bank**

**June 2022**

**Revisions**

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| --- | --- | --- |
| **Version** | **Modification** | **Reason** |
| January 2000 | First publication | First publication  |
| March 2003 | Section I – Instruction to Bidder - ITB 4 | Harmonization Process |
| June 2005 | All Document | New Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank (GN-2349-4) |
| August 2006 | Section I – Instruction to Bidder - ITB 3;Section VIII – General Condition of Contract – Clause 3 | Modification to the Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank in the paragraph 1.14 (GN-2349-7) |
| 2011 | Section I ITB 3: Prohibited Practices; ITB 4: Eligible Bidders; Bidding Form; Section VIII Clause 3: Prohibited Practices. | Modification to the Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank GN-2349-9. Modification of prohibited practices definitions and incorporation of cross debarment. |
| January 2012 | Section I ITB 21.7Section I ITB 27.2Section I ITB 43.3Section VIII clause 11Section VIII clause 37.1 | Possibility of the Borrower to declare the Bidder disqualified to be awarded a contract by the Purchaser under certain circumstances under the Bid Securing Declaration Power-of-attorney requirement to withdraw bids Bidder shall not be bound by its bid in specific cases attributable to the Purchaser or a third countryBank’s right to inspect accounts and documents Bidder shall not be bound by the contract in specific cases attributable to the Purchaser or a third country |
| January 2020 | ITB, Forms, CC | The revision is consequence of the approval by the Board of Executive Directors of Bank of the Procurement and Consultants Policies (GN-2349 -15 and GN-2350-15) on 2nd of July 2019, effective as of 1st of January 2020, including *inter alia*, Second Hand Goods, Best and Final Offer (BAFO), Most Advantageous Bid, Negotiations, Notification of Intention of Award, Standstill Period, Disclosure of Beneficial Ownership and Complaints.The term "Request for Bids" (RFB) is adopted in the document to describe the bidding process. For purposes of harmonization with other Bank SBDs: (a) Prohibited Practices are inserted in the Instructions to Bidders (ITB) and in the General Conditions of Contract (CGC) removing former Section VI and Sections are renumbered accordingly; (b) ITBs on eligibility and conflict of interest are expanded; (c) the term "ITB Clause" is replaced with "ITB"; (d) some ITBs were redrafted using the terms as used in the other Bank´s SDBs; (e) the instructions about use of fax are removed due to obsolescence; and (f) the Prohibited Practices are updated.ITBs related to Eligibility of the Goods and Qualifications of the Bidder are consolidated for simplification and to reduce the number of instructions.Several ITBs are added by mandate of the Policies, including, *inter alia*: 1.3, 1.4, 20.2, 27.1, 35.1, 35.2 (f), 37, 38, 39, 41, , 42, 43.1, 43.2, 45, 46, 47.1 , 48.1, 49. Consequently, other Sections are adjusted and relevant Forms are added.  |
| July 2022  |  | Integration of language and requirements consistent with the Bank's new Environmental and Social Policy Framework (ESPF).  |

**Foreword**

This bidding document for Procurement of Goods have been prepared by the Inter-American Development Bank to be used for the procurement of goods through Request for Bids (RFB)[[1]](#footnote-2) under International Competitive Bidding (ICB) in projects that are financed in whole or in part by the Inter-American Development Bank. It is consistent with the Procurement Policies GN-2349-15 approved by the Board of Executive Directors of the Bank on 2nd of July 2019, effective as of 1st of January 2020. It includes new provisions on Best and Final Offer (BAFO) in the evaluation of bids or Negotiations (in the presence of an Independent Probity Assurance Authority agreed with the Bank) in the final award of the contract, if specified in the BDS and agreed with the Bank, Standstill Period, Notification of Intention of Award, Complaints, and Briefing to Bidders.

Procurement carried out in the framework of the previous Procurement Policies (and for which the Borrower has not subscribed the new Policies) shall use the previous version of this SBD available on the Bank's website.

This Standard Bidding Document (SBD) assumes that no prequalification has taken place before bidding. It may also be used on the purchase of second hand goods. The document includes the forms of Notification of Intention of Award and Beneficial Ownership.

This version of the SBD includes provisions regarding the Bank’s new Environmental and Social Policy Framework[[2]](#footnote-3)

Those wishing to submit comments or questions on this bidding document or to obtain additional information on procurement under Inter-American Development Bank-financed projects are encouraged to contact:

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**Table of contents**

[PART 1 – Bidding Procedures 1](#_Toc21721125)

[Section I. Instructions to the Bidders (ITB) 1](#_Toc21721126)

[Section II. Bid Data Sheet (BDS) 36](#_Toc21721127)

[Section III. Evaluation and Qualification Criteria 46](#_Toc21721128)

[Section IV. Eligible Countries 53](#_Toc21721129)

[Section V. Bidding Forms 55](#_Toc21721130)

[PART 2. Supply Requirements 73](#_Toc21721131)

[Section VI. Schedule of Requirements 74](#_Toc21721132)

[PART 3. Conditions of Contract and Contract Forms 82](#_Toc21721133)

[Section VII. General Conditions of Contract 83](#_Toc21721134)

[Section VIII. Special Conditions of Contract 101](#_Toc21721135)

[Section IX. Forms of Contract 107](#_Toc21721136)

PART 1 – Bidding Procedures

Section I. Instructions to the Bidders (ITB)

Table of Contents

A. General 3

1. Scope of Bid 3

2. Source of Funds 3

3. Prohibited Practices 4

 4. Excluded Activities ………………………………………………………………………… 9

5. Eligible Bidders 9

6. Eligible Goods and Related Services 11

B. Contents of Bidding Document 12

7. Sections of Bidding Document 12

8. Clarification of Bidding Document 13

9. Amendment of Bidding Document 13

C. Preparation of Bids 13

10. Cost of Bidding 13

11. Language of Bid 13

12 Documents comprising the Bid 14

13. Letter of Bid and Price Schedules 14

14 Alternative Bids 15

15. Bid Prices and Discounts 15

16. Currencies of Bid and Payment 17

17. Documents Establishing the Eligibility and Conformity of the Goods and Related Services 17

18. Documents Establishing the Eligibility and Qualifications of the Bidder 18

19. Period of Validity of Bids 19

20. Bid Security 19

21. Format and Signing of Bid …………………………………………………………………. 28

D. Submission and Opening of Bids 22

2Sealing and Marking of Bids 22

23. Deadline for Submission of Bids 23

24. Late Bids 23

25. Withdrawal, Substitution, and Modification of Bids 23

26. Bid Opening 24

E. Evaluation and Comparison of Bids 25

27. Confidentiality 25

28. Clarification of Bids 25

29. Deviations, Reservations, and Omissions 26

30. Determination of Responsiveness 26

31. Nonconformities, Errors and Omissions 27

 **32. Correction of Arithmetical Errors …………………………………………………… 34**

33. Conversion to Single Currency 34

34. Margin of Preference 35

35. Evaluation of Bids 36

 **36. Comparison of Bids ………………………………………………………………… 36**

 **37. Abnormally Low Bids ……………………………………………………………….. 36**

38. Best and Final Offer or Negotiations 30

39. Qualification of the Bidder 30

40. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids 31

41. Standstill Period 31

42. Notification of Intention to Award 31

F. Award of Contract 39

43 Award Criteria ………………………………………………………………………………… 39

 44 **Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids ……………………… 40**

45. Notification of Award 41

46. Debriefing by the Purchaser 42

47. Signing of Contract 42

48. Performance Security 43

49. Procurement Related Complaint 43

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

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| --- |
| General  |
| Scope of Bid | * 1. The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto (or for leasing of assets if so specified **in the BDS**) as specified in Section VI, “Schedule of Requirements”. The name and identification number of this International Competitive Bidding (ICB) procurement are specified in the BDS. The name, identification, and number of lots of are provided **in the BDS**.
 |
|  | * 1. Throughout this bidding document:
		1. the term “in writing” means communicated in written form (e.g. by mail, e-mail, including if specifiedin ITB 1.3, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
		2. if the context so requires, “singular” means “plural” and vice versa; and
		3. “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
		4. **“ESHS”** means environmental, social, health and safety (including labor, occupational and community health and safety, disaster and climate change, indigenous peoples, vulnerable groups, gender, sexual and gender-based violence (SGBV), stakeholder engagement).
		5. **“SGBV”** refers to any act that is perpetrated against a person’s will and is based on gender norms and unequal power relationships. It encompasses threats of violence, coercion, and harassment. It can be physical, emotional, psychological, or sexual in nature, and can take the form of a denial of resources or access to them. It includes sexual exploitation, abuse and harassment. It can affect persons at any age across the lifespan, and disproportionately affects women, girls, and people of diverse sexual orientations and gender identities.
	2. If specified **in the BDS**, the Purchaser intents to use the electronic-procurement system indicated **in the BDS** to manage the aspects of this procurement process specified **in the BDS** [[3]](#footnote-4).
	3. If specified **in the BDS**, this bidding document may be used to the procurement of second-hand goods but may not be combined with the procurement of new goods.
 |
| Source of Funds | * 1. The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for or received financing (hereinafter called “funds”) from the Inter-American Development Bank (hereinafter called “the Bank”) toward the cost of the project named **in the** **BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
	2. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Contract), and will be subject in all respects to the terms and conditions of that Loan Contract. No party other than the Borrower shall derive any rights from the Loan Contract or have any claim to the funds.
 |
| Prohibited Practices |

|  |
| --- |
| 1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank[[4]](#footnote-5) all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank’s Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions.
 |
| * + 1. For the purposes of this provision, the definitions of Prohibited Practices are as follows:

(i) “*corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;(ii) “*fraudulent practice*” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;(iii) “*collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;(iv) “*coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;(v) “*obstructive practice*” is(i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;(ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or(iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under ITB 3.1(f) below or access to information; and(vi) a “*misappropriation*” is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard. |
| * + 1. If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:

(i) not finance any proposal to award a contract for works, goods or services, and consulting services;(ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Purchaser has engaged in a Prohibited Practice;(iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, ***inter alia***, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;(iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;(v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources; (vi) impose other sanctions that it deems to be appropriate, among others, the restitution of funds and of fines equivalent to the reimbursement for costs associated with investigations and proceedings contemplated in the Sanctions Procedures. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above (the “abovementioned” sanctions are reprimand and debarment/ineligibility); (vii) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or(viii) refer the matter to appropriate law enforcement authorities. |
| * + 1. The provisions of ITB 3.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
 |
| * + 1. The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.
		2. Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
 |
| * + 1. The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank. Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.
 |
| * + 1. If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions under section 3 regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of suspended or debarred firms and individuals. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.
 |
| 3.2 By submitting bids bidders and proposers represent and warrant:  |
| * + 1. that they have read and understood the Bank’s definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures;
 |
| * + 1. that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract;
 |
| * + 1. that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
 |
| * + 1. that neither they nor their representatives or agents, sub-contractors, sub-consultants, suppliers, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank
 |
| * + 1. that all commissions, representative or agents’ fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and
		2. that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in ITB 3.1 (b).
 |

 |
| 1. Excluded Activities
2. Eligible Bidders
 | 4.1 The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires will not knowingly engage, directly or indirectly through Financial Intermediaries, in the production, trade, or use of the products and substances or the activities listed in the Annex 1 of the IDB Environmental and Social Policy Framework.[[5]](#footnote-6) Additional exclusions may apply. 4.2 If, the Bank determines that at any stage of the implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, inter alia, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires used IDB resources to engage in an Excluded Activity during the implementation of the contract, the Bank may1. suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has used IDB resources to engage in an Excluded Activity.
2. Declare Mis-procurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Excluded Activity) within a time period which the Bank considers reasonable.
3. refer the matter to appropriate law enforcement authorities.

4.3 The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the contract performance as well as to have them audited by personnel appointed by the Bank.4.4 Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its monitoring and supervision.**5.1 A** Bidder, and all parties constituting the Bidder, shall be nationals from member countries of the Bank. Bidders from other countries shall be disqualified from participating in contracts intended to be financed in whole or in part from Bank loans. Section IV, "Eligible Countries" of this document establishes the Bank’s member countries, as well as the criteria to determine the nationality of the Bidders and the country of origin of goods and services. The Bidders with the nationality of a Bank’s member country and the goods to be supplied under the Contract are not eligible: 1. if as a matter of law or official regulation, the Borrower’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 required; or
2. 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 Borrower’s Country prohibits any imports of goods from that country or any payments to persons or entities in that country.
 |
|  | 5.2 A Bidder, included in all cases, the directors, key personnel, principal shareholders, proposed personnel and agents should not have conflicts of interest unless the conflict has been resolved in a manner acceptable to the Bank. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:  |
|  | 1. directly or indirectly controls[[6]](#footnote-7) another Bidder, is controlled directly or indirectly by another Bidder, or is controlled together with another Bidder by a natural or legal entity in common; or
2. receives or has received any direct or indirect subsidy from another Bidder; or
3. has the same legal representative as another Bidder for the purpose of this bidding process; or
4. 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
5. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and related Services that are the subject of the Bid; or
6. or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the Contract implementation; or
7. 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 in reference to 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
8. has a close[[7]](#footnote-8) family or financial relationship or past or future employment with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) 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.
 |
|  | 5.3A Bidder is not eligible whose subcontractors, suppliers, consultants, manufacturers or service providers that intervene in any part of the Contract (including, in all cases, the respective directors, officers, principal shareholders, proposed personnel and agents) are subject to a temporary suspension or disqualification imposed by the IDB, or a disqualification imposed by the IDB pursuant to an agreement for the recognition of disqualification decisions signed by the IDB and other development banks. The list of such ineligible firms and individuals is indicated **in the BDS**.  |
|  | 5.4A firm that is a Bidder (either individually or as a Joint Venture, Consortium or Association (“JVCA”) member) shall not participate as a Bidder or as JVCA member in more than one Bid except for permitted alternative Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid. Unless specified **in the BDS**, there is no limit to the number of members of a JV.5.5 Government-owned entities in the Borrower’s 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 Purchaser.5.6 A Bidder shall not be under suspension from bidding by the Purchaser as a result of non-compliance with a Bid-Securing Declaration.5.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. |
| Eligible Goods and Related Services | 6.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank’s member country in accordance with Section IV, “Eligible Countries,” except in the case indicated in ITB 5.1 (a) and (b).6.2 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.6.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.1. 6.4 The criteria to determine the origin of the goods and services has been established in the Section IV, “Eligible Countries.”
 |
| Contents of Bidding Document |
| 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 9.

**PART 1 Bidding Procedures*** Section I - Instructions to Bidders (ITB)
* Section II - Bidding Data Sheet (BDS)
* Section III - Evaluation and Qualification Criteria
* Section IV - Bidding Forms
* Section V - Eligible Countries

**PART 2 Supply Requirements*** Section VI - Schedule of Requirements

**PART 3 Contract*** Section VII - General Conditions of Contract (GCC)
* Section VIII- Special Conditions of Contract (SCC)
* Section IX - Contract Forms
 |
|  | * 1. The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.
 |
|  | * 1. The Purchaser is not responsible for the completeness of the bidding document and their addendum, if they were not obtained directly from the Purchaser.
 |
|  | * 1. 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.
 |
| Clarification of Bidding Document | * 1. A prospective Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address **specified in the** **BDS.** The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the bidding document directly from it, 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 clarification, it shall do so following the procedure under ITB 8 and ITB 25.2.If so specified **in the BDS**, the Purchaser will also publish the responses without delay on the website specified **in the BDS**.
 |
| 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 addendum.
 |
|  | * 1. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document directly from the Purchaser.
 |
|  | * 1. 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 25.2.
 |
| Preparation of Bids |
| 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.
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| 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 into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
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| Documents comprising the Bid | 12.1 The Bid shall comprise the following:Letter of Bid prepared in accordance with ITB 13;* + 1. **Price Schedules**: completed in accordance with ITB 13 and ITB 15;

Bid Security or Bid-Securing Declaration, in accordance with ITB 20.1;Alternative Bid: if permissible, in accordance with ITB 14;Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;Qualifications: documentary evidence in accordance with ITB 18 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted; Bidder’s Eligibility: documentary evidence in accordance with ITB 18 establishing the Bidder’s eligibility to bid;Eligibility of Goods and Related Services: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;Conformity: documentary evidence in accordance with ITB 17 and 31, that the Goods and Related Services conform to the bidding document; andany other document required in the BDS.12.2 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. * 1. 12.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
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| Letter of Bid and Price Schedules | * 1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section V, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.
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| Alternative Bids | * 1. Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
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| 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. All lots (contracts) and items must be listed and priced separately in the Price Schedules.
	3. The price to be quoted in the Letter of Bid in accordance with ITB 13.1 shall be the total price of the Bid, excluding any discounts offered.
	4. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 13.1.
	5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 30. 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.
	6. If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **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 discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 15.4 provided the Bids for all lots (contracts) are opened at the same time.
	7. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the** **BDS.**
	8. Prices shall be quoted as specified in each Price Schedule included in Section V, 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 IV, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section IV, Eligible Countries. Prices shall be entered in the following manner:

For Goods manufactured in the Purchaser’s Country:* + - 1. 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;
			2. 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
			3. 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.**

For Goods manufactured outside the Purchaser’s Country, to be imported:* + - 1. the price of the Goods, quoted CIP named place of destination, in the Purchaser’s Country, as specified **in the** **BDS;**
			2. 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;**

For Goods manufactured outside the Purchaser’s Country, already imported: * + - 1. 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;
			2. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
			3. the price of the Goods, obtained as the difference between (i) and (ii) above;
			4. any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
			5. 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.**
			6. for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).
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| Currencies of Bid and Payment | * 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.
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| Documents Establishing the Eligibility and Conformity of the Goods and Related Services | 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section V, Bidding Forms.17.2 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, Schedule of Requirements.17.3 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, Schedule of Requirements.17.4 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.17.5 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 to internationally accepted standards and comply with, or are superior to, those specified in the Section VI, “Schedule of Requirements. ” |
| Documents Establishing the Eligibility and Qualifications of the Bidder | 18.1 To establish Bidder’s eligibility in accordance with ITB 5, Bidders shall complete the Letter of Bid, included in Section V, “Bidding Forms. ”18.2 The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser’s satisfaction: * + 1. that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section V, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country;
		2. that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser’s Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
	1. that the Bidder meets each of the qualification criterion specified in Section III, “Evaluation and Qualification Criteria.”
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| Period of Validity of Bids | 19.1 Bids shall remain valid for the Bid Validity period specified **in the** **BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.19.2 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 20, it shall also be extended for a corresponding 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 19.3.19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows: * + 1. in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the** **BDS**;
		2. in the case of adjustable price contracts, no adjustment shall be made;
		3. in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
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| Bid Security | * 1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the** **BDS,** in original form and, in the case of a Bid Security**,** in the amount and currency specified **in the BDS.**
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|  | * 1. A Bid Securing Declaration shall use the form included in Section V, Bidding Forms.
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|  | * 1. 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:

an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);an irrevocable letter of credit;a cashier’s or certified check; oranother security specified in the BDS,from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section V, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2. |
|  | * 1. If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB 20.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB 20.1, shall be rejected by the Purchaser as non-responsive.
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|  | * 1. If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security pursuant to ITB 48.
 |
|  | * 1. 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.
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|  | * 1. The Bid Security may be forfeited or the Bid Securing Declaration executed:
	2. 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
	3. if the successful Bidder fails to:

sign the Contract in accordance with ITB 47; or furnish a Performance Security in accordance with ITB 47. |
|  | * 1. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 12.2
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|  | * 1. If a Bid Security is not required **in the BDS**, pursuant to ITB 20.1, and
	2. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
	3. if the successful Bidder fails to: sign the Contract in accordance with ITB 47; or furnish a performance security in accordance with ITB 48;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS** |
| 1. Format and Signing of Bid
 | * 1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it “Original.” Alternative Bids, if permitted in accordance with ITB 14, 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.
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|  | * 1. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
 |
|  | * 1. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization 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 authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
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|  | * 1. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
	2. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
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| Submission and Opening of Bids |
| Sealing and Marking of Bids | 22.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:* 1. in an envelope marked “Original”, all documents comprising the Bid, as described in ITB 12; and
	2. in an envelope marked “Copies”, all required copies of the Bid; and,
	3. if alternative Bids are permitted in accordance with ITB 14, and if relevant:
1. in an envelope marked “Original -Alternative”, the alternative Bid; and
2. in the envelope marked “Copies – Alternative Bid” all required copies of the alternative Bid.

22.2 The inner and outer envelopes, shall:* 1. bear the name and address of the Bidder;
	2. be addressed to the Purchaser in accordance with ITB 23.1;
	3. bear the specific identification of this Bidding process indicated in ITB 1.1; and
	4. bear a warning not to open before the time and date for Bid opening.

22.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. |
| Deadline for Submission of Bids | * 1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the** **BDS.** When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.
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|  | * 1. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, 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.
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| Late Bids | * 1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
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| 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 authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (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:
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|  | * 1. prepared and submitted in accordance with ITB 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
 |
|  | * 1. received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.
	2. Bids requested to be withdrawn in accordance with ITB 25.1 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.
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| Bid Opening | 26.1 Except as in the cases specified in ITB 24 and ITB 25.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the** **BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attendAny specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the** **BDS.** 26.2 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. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening. 26.3 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 authorization to request the substitution and is read out at Bid opening. 26.4 Next, 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 authorization to request the modification and is read out at Bid opening. 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. 26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the** **BDS.** 26.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).26.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; (b) the Bid Price, per lot (contract) if applicable, including any discounts; (c) any alternative Bids; (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. 26.9 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. |
| Evaluation and Comparison of Bids |
| Confidentiality | * 1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 42.
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|  | * 1. Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
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|  | * 1. Notwithstanding ITB 27.2, 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.
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| Clarification of Bids | * 1. To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and 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, including any voluntary increase or decrease, 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 32.
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|  | * 1. 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
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| Deviations, Reservations, and Omissions | 29.1 During the evaluation of Bids, the following definitions apply:1. “*Deviation*” is a departure from the requirements specified in the bidding document;
2. “*Reservation”* is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
3. “*Omission*” is the failure to submit part or all of the information or documentation required in the bidding document.
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| Determination of Responsiveness | 30.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12. 30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:if accepted, would:affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; orlimit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; orif rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.30.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VI, Schedule of Requirements have been met without any material deviation or reservation, or omission. 30.4 If a Bid is not substantially responsive to the requirements of 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. |
| Nonconformities, Errors and Omissions | * 1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
	2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	3. 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 a missing or non-conforming item or component in the manner specified **in the BDS**.
 |
| 1. Correction of Arithmetical Errors
 | 1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; andif there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.* 1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.
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| Conversion to Single Currency | * 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the** **BDS**.
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| Margin of Preference | * 1. Unless otherwise specified **in the** **BDS,** a margin of preference shall not apply.
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| Evaluation of Bids | 35.1 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. 35.2 To evaluate a Bid, the Purchaser shall consider the following:evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with ITB 15;price adjustment for correction of arithmetic errors in accordance with ITB 32.1;price adjustment due to discounts offered in accordance with ITB 15.4;converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33;price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3; Best and Final Offer if specified in BDS in reference to ITB 38.1, andthe additional evaluation factors are specified in Section III, “Evaluation and Qualification Criteria.”35.3 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.35.4 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.”35.5 The Purchaser’s evaluation of a Bid will exclude and not take into account: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;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; any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.35.6 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 15. 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 35.2(f). |
| 1. Comparison of Bids
 | * 1. The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower’s country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
 |
| 1. Abnormally Low Bids
 | 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.37.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.37.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid. |
| Best and Final Offer or Negotiations | * 1. If so specified **in the BDS** the Purchaser will use the Best and Final Offer method, the Bidders who submitted bids substantially responsive to the requirements will be invited to present their Best and Final Offer in accordance with ITB 38.3 to ITB 38.6 reducing prices, clarifying or modifying the bid or providing additional information, as appropriate.
	2. If so specified **in the BDS** the Purchaser will use Negotiations after evaluation of bids and before final award of Contract, the Bidder who submitted the Most Advantageous Bid will be invited to negotiations in accordance with ITB 43.2 and following instructions.
	3. Bidders are not required to submit a Best and Final Offer. There shall be no negotiation after Best and Final Offer.
	4. To observe and report on the application of the Best and Final Offer, the Purchaser may, and in the case of Negotiations shall, appoint the Independent Probity Assurance Authority indicated **in the BDS**.
	5. The Purchaser shall specify **in the BDS** a new deadline for the submission of the Best and Final Offer or to initiate Negotiations. Instructions in ITB 21 to ITB 28 shall apply to the presentation, opening and clarifications of the Best and Final Offer of the Bidders.
	6. On receipt of the Best and Final Offer from each Bidder, the Purchaser shall proceed with the evaluation and comparison of the bids again in accordance with ITB 29 to ITB 37 and then shall proceed with ITB 39 and following instructions.
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| Qualification of the Bidder | * 1. The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the Most Advantageous Bid 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 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
	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 Bidder who offers a substantially responsive Bid with the next Most Advantageous Bid cost to make a similar determination of that Bidder’s qualifications to perform satisfactorily.
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| Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids | * 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
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| Standstill Period | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences when the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
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| Notification of Intention to Award | 42.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:1. the name and address of the Bidder submitting the successful Bid;
2. the Contract price of the successful Bid;
3. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
5. if the evaluation included the use of the Method Best and Final Offer (BAFO), if applicable;
6. the expiry date of the Standstill Period;
7. instructions on how to request a debriefing and/or submit a complaint during the standstill period.
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| Award of Contract |
| 1. Award Criteria
 | * 1. Subject to ITB 40, the Purchaser shall award the Contract to the Bidder offering 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:
1. substantially responsive to the bidding document; and
2. the lowest evaluated cost.
	1. If the Purchaser has not used the Best and Final Offer method in the Bid evaluation and if **in the BDS** in reference to ITB 38.2 it is specified that the Purchaser will use Negotiations with the Bidder with the Most Advantageous Bid, the selected Bidder shall be invited to Negotiations before the final adjudication of the Contract. The Negotiations se will be performed in the presence of the probity entity established in the BDS in reference to ITB 38.4.
	2. Once the Purchaser has determined the Bidder with the Most Advantageous Bid, the Purchaser shall promptly notify the selected Bidder the terms to initiate Negotiations in accordance with BDS in reference to ITB 38.2. Negotiations may include terms and conditions, price, ESHS, innovative and cybersecurity aspects, provided that the minimum requirements of the bid are not modified.
	3. The Purchaser will first negotiate with the Bidder that has submitted the Most Advantageous Bid. If the result is not satisfactory or an agreement is not reached, the Purchaser will notify the Bidder that the Negotiations concluded without agreement and may then notify the Bidder with the following Most Advantageous Bid on the list, and so on until a satisfactory result is achieved.
 |
| 1. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids
 | * 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.
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| Notification of Award | 45.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 40.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).45.2 Within ten (10) Business Days  after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information: 1. name and address of the Purchaser;
2. name and reference number of the contract being awarded, and the selection method used;
3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
5. if the final award used Negotiations, if applicable;
6. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
7. successful Bidder’s Beneficial Ownership Disclosure Form, if specified in the BDS in reference to ITB 46.1.

45.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.45.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. |
| Debriefing by the Purchaser | 46.1 On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 42.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing on the reasons why its Bid was not selected. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.46.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.46.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. 46.4 Debriefing of unsuccessful Bidders may be done in writing or through an information meeting, or both, at the option of the Employer. The Bidders shall bear their own costs of attending such a meeting.  |
| Signing of Contract | 47.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified **in the BDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.47.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.47.3 Notwithstanding ITB 46.2 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 Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. |
| Performance Security | * 1. Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section IX, 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 financial 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.
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|  | * 1. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.
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| Procurement Related Complaint | 1. The procedures for making a Procurement-related Complaint are as specified **in the BDS**.
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Section II. Bid Data Sheet (BDS)

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

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

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]*

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| **A. General** |
| **ITB 1.1** | The reference number of the Request for Bids (RFB) is : ***[insert reference number of the Request for Bids]*** The Purchaser is: ***[insert name of the Purchaser]*** The name of the RFB is: ***[insert name of the RFB]*** ***[Delete if not applicable)]***This RFB is used for the leasing of assets in accordance with the requirements specified in the Technical Specifications.  |
| **ITB 1.1** | The number and identification of lots (contracts)comprising this RFB is: **[*insert number and identification of lots (contracts)]***  |
| **ITB 1.3 Electronic – Procurement System** | The Purchaser [***insert "shall use an" or "shall not use any"*** ] electronic-procurement system to manage this RFB:***[If an e-procurement system is used, insert name of the e-system and url address or link; if not used delete this and the next text]***The electronic-procurement system shall be used to manage the following aspects of the procurement process:***[list the aspects here and modify the relevant parts of the BDS accordingly e.g., issuing bidding document, issuing amendments to the bidding documents, submissions of Bids, opening of Bids, etc.]*** |
| **ITB 1.4** | [***Delete if not applicable***]The Purchaser intends to acquire second-hand goods in accordance with the specifications, technical requirements and warranties indicated in the Schedule of Requirement. |
| **ITB 2.1** | The Borrower is: *[insert the name of Borrower, as indicated in the Loan Contract of the Project]* Loan amount: ***[insert US$ equivalent]***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The name of the Project is: *[insert the name of the Project]*  |
| **ITB 5.3** | The Bank's website (www.iadb.org/integridad) provides information on companies and sanctioned persons. |
| **ITB 5.4** | ***[Delete if there is no limit]***Maximum number of members in the Joint Venture (JV) shall be: ***[insert a number]****\_\_\_\_\_\_* |
| **B. Contents of Bidding Document** |
| **ITB 8.1** | For **Clarification of Bid purposes** only, the Purchaser’s address is:***[insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITB 24.1 for Bid submission]***Attention: ***[insert full name of person, if applicable****]*Address: *[****insert street address and number****]*Floor/Room number*: [****insert floor and room number, if applicable****]* City:*] [****insert name of city or town****]*ZIP Code: [***insert postal (ZIP) code, if applicable****]*Country: :*[****insert name of country****]*Telephone: *[****insert telephone number, including country and city codes****]*Electronic mail address: *[****insert email address, if applicable****]*Requests for clarification should be received by the Purchaser no later than: ***[insert no. of days].***Web page: ***[in case used, identify the website with free access where Bidding process information is published****] \_\_\_\_\_\_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **C. Preparation of Bids** |
| ITB 11.1 | The language of the Bid is: ***[insert “English” or” Spanish” or “French” or "Portuguese"]****.* All correspondence exchange shall be in \_\_\_\_\_\_\_\_\_\_\_\_ ***[specify one language]*** language.Language for translation of supporting documents and printed literature is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. ***[specify one language]****.* |
| **ITB 12.1 (j)** | The Bidder shall submit the following additional documents in its bid: *[insert list of documents, if any]* |
| **ITB 14.1** | Alternative Bids ***[insert “shall be” or “shall not be”]*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_considered. ***[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details]***  |
| **ITB 15.5** | The prices quoted by the Bidder **[*insert “shall “or “shall not”]*** \_\_\_\_\_\_\_\_\_\_\_\_\_be subject to adjustment during the performance of the Contract. |
| **ITB 15.6** | Prices quoted for each lot (contract) shall correspond at least **to *[insert figure*]** percent of the items specified for each lot (contract).Prices quoted for each item of a lot shall correspond at least to ***[insert figure]*** percent of the quantities specified for this item of a lot. |
| **ITB 15.7** | The Incoterms edition is: [*insert year of edition*]. |
| **ITB 15.8 (b) (i) y (c) (v)** | Place of destination: ***[insert named place of destination as per Incoterm used]*** |
| **ITB 15.8 (a) (iii); (b) (ii) y (c) (v)** | Final Destination (Project Site): [***insert final destination/project site, if different from named place of destination***] |
| **ITB 16.1**  | The Bidder **[*insert “is” or “is not”’*]** 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 17.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***[insert duration*]** |
| **ITB 18.2 (a)** | Manufacturer’s authorization is: ***[insert “required” or “not required”]*** |
| **ITB 18.2 (b)** | After sales service is: ***[insert “required” or “not required”]*** |
| **ITB 19.1** | The Bid validity period shall be ***[insert a number of days that is a multiple of seven counting as of the deadline for Bid submission]*** days counted from the date of bid submission. |
| **ITB 19.3 (a)** | The Bid price shall be adjusted by the following factor(s): \_\_\_\_\_\_\_\_ ***[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]*** |
| **ITB 20.1** | ***[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]***A *Bid Security* ***[insert “shall be” or “shall not be”*]** required. A Bid-Securing Declaration **[*insert “shall be” or “shall not be*”]** required.If a Bid Security shall be required, the amount and currency of the Bid Security shall be **[*If a Bid Security is required, insert amount and currency of the Bid Security. Otherwise insert “Not Applicable”.]******[In case of lots, please insert amount and currency of the Bid Security for each lot]****[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.]* |
| **ITB 20.3 (d)** | Other types of acceptable securities: ***[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*.]** |
| **ITB 20.9** | **[*Delete if not applicable:* *The following provision should be included and the required corresponding information inserted only if a Bid Security is not required under provision ITB 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 19.9 (a) and (b). Otherwise omit.]***If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of \_\_\_\_\_\_ ***[insert period of time]*** years. |
| **ITB 21.1** | In addition to the original of the Bid, the number of copies is**: *[insert number of copies]*** |
| **ITB 21.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: *[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid].*** |
| **D. Submission and Opening of Bids** |
| **ITB 23.1**  | For **Bid submission purposes** only, the Purchaser’s address is: ***[This address may be the same as or different from that specified under provision ITB 8.1 for clarifications]***Attention: *[****insert full name of person, if applicable]***Street Address: *[****insert street address and number****]* Floor/ Room number: *[****insert floor and room number, if applicable****]* City: [***insert name of city or town***] ZIP/Postal Code: [***insert postal (ZIP) code, if applicable***] Country: [***insert name of country***] *[Note: The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with the Bank.]*The deadline for Bid submission (and/or withdrawals, substitutions or modifications) is: Date: ***[insert day, month, and year, e.g. 19 December, 2019]***Time: *[****insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.****]**[Note: The date and time should be the same as those provided in the Specific Procurement Notice - Request for Bids, unless subsequently amended pursuant to ITB 23.2.]*Bidders **[*insert “shall” or “shall not”*]** have the option of submitting their Bids electronically.*[Note: The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]*The electronic Bidding submission procedures shall be: ***[insert a description of the electronic Bidding submission procedures]*** |
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| **ITB 26.1** | The Bid opening (and reading of withdrawals, substitutions or modifications to Bids, if any) shall take place at: Street Address: *[****insert street address and numbe****r]* Floor/ Room number: *[****insert floor and room number, if applicable****]* City: *[****insert name of city or town****]*Country: *[****insert name of country****]*Date: ***[insert day, month, and year, e.g. 19 December, 2019]***Time: *[****insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.****]* ***[Date and time should be the same as those given for the deadline for submission of Bids (ITB 23)]****[Note: The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]*The electronic Bid opening procedures shall be: ***[insert a description of the electronic Bid opening procedures]*** |
| **ITB 26.1** | *[Note: The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]*The electronic Bid opening procedures shall be: ***[insert a description of the electronic Bid opening procedures.]*** |
| **ITB 26.6** | The Letter of Bid and Price Schedules shallbe initialed by \_\_\_\_\_\_\_ ***[insert number]*** representatives of the Purchaser conducting Bid opening*. \_\_\_\_\_\_\_\_\_\_* ***[Insert procedure: Example: Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser, etc.]*** |
| **E. Evaluation and Comparison of Bids** |
| **ITB 31.3** | The adjustment shall be based on the \_\_\_\_\_\_\_\_\_\_\_\_\_ ***(insert “average” or “highest”)*** price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. |
| **ITB 33.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: ***[Insert name of currency]***The source of exchange rate shall be: ***[Insert name of the source of exchange rates (e.g., the Central Bank in the Purchaser’s Country).]***The date for the exchange rate shall be*:* ***[insert day, month and year, e.g. 19 December, 2019 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of Bid validity period].*** |
| **ITB 34.1** | *[Note: The following provision should be included and the required corresponding information inserted only if the Procurement Plan authorizes the application of margin of preference and the Purchaser intends to apply it to the subject contract. Otherwise omit]*A margin of domestic preference ***[insert* *either “shall” or “shall not”*]**apply. If a margin of preference applies, the application methodology shall be defined in Section III, “Evaluation and Qualification Criteria.” |
| **ITB 35.2(a)** | Evaluation will be done for *[Select Items or Lots(contracts)]*Note: *[****Select one of the two sample paragraphs below as appropriate******Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.]******or******[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.]*** |
| **ITB 35.6** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, “Evaluation and Qualification Criteria:” ***[refer to Section III,*** “***Evaluation and Qualification Criteria***”***; insert complementary details if necessary]*** 1. Deviation in Delivery schedule: ***[insert Yes or No. If yes insert the adjustment factor in Section III,*** “***Evaluation and Qualification Criteria***”***]***
2. Deviation in payment schedule: ***[insert Yes or No. If yes insert the adjustment factor in Section III,*** “***Evaluation and Qualification Criteria***”***]***
3. the cost of major replacement component, mandatory spare parts, and service: ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III,*** “***Evaluation and Qualification Criteria***”***]***
4. the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Bid ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III,*** “***Evaluation and Qualification Criteria***”***]***
5. Life cycle costs: the costs during the life of the goods or equipment ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III,*** “***Evaluation and Qualification Criteria***”***]***
6. the performance and productivity of the equipment offered; *[Insert* ***Yes or No. If yes, insert the Methodology and criteria]***

***[insert any other specific criteria in Section III,*** “***Evaluation and Qualification Criteria***”***]*** |
| **ITB 38.1****BAFO** | [***Delete if not applicable,***]The evaluation will use the Best and Final Offer (BAFO) method.  |
| **ITB 38.2****Negotiations** | [***Delete if not applicable or if in the BDS in reference to ITB 38.1 specifies that BAFO is used***]The final award will use Negotiations.  |
| **ITB 38.4****Independent Probity Assurance Authority** | [***Delete if not applicable***]If Negotiations are used, the Independent Probity Assurance Authority shall be: [*indicate: name and address*]. |
| **ITB 38.5 Address for submission of BAFO** | [***Delete if not applicable***]For the purpose of presenting the BAFO, the Purchaser's address is: ***[This address may be the same as in relation to the provision of ITB 8.1 for clarification or a different one]***Attention: ***[insert full name of person, if applicable****]*Address: *[****insert street address and number****]*Floor/Room number*: [****insert floor and room number, if applicable****]* City:*] [****insert name of city or town****]*ZIP Code: [***insert postal (ZIP) code, if applicable****]*Country: :*[****insert name of country****]*  |
| **ITB 38.5****Deadline for submission of BAFO** | **[*Delete if not applicable*]**The deadline for the presentation of the Best and Final Offer is: Date: ***[insert day, month, and year, e.g. 19 December, 2019]***Time: *[****insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.****]* ***[Date and time should be the same as those given for the deadline for submission of Bids (ITB 23)]****[Note: The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]*Bidders **[*insert “shall” or “shall not”*]** have the option of submitting their BAFO Bids electronically.The electronic Bid opening procedures shall be: ***[insert a description of the electronic Bid opening procedures]*** |
| **ITB 38.5** **Address for Negotiations and submission of Negotiated Bid** | [***Delete if not applicable***]For the purpose of starting Negotiations and presenting the negotiated bid, the Purchaser's address is: ***[This address may be the same as in relation to the provision of ITB 8.1 for clarification or a different one]***Attention: ***[insert full name of person, if applicable****]*Address: *[****insert street address and number****]*Floor/Room number*: [****insert floor and room number, if applicable****]* City:*] [****insert name of city or town****]*ZIP Code: [***insert postal (ZIP) code, if applicable****]*Country: :*[****insert name of country****]* |
| **ITB 38.5****Deadline for submission of Negotiated Bid** | [***Delete if not applicable***]The deadline for the presentation of the negotiated Bid will be defined in a Notification of the Purchaser certified by the Independent Probity Assurance Authority.[***The time allowed to present the negotiated bid will be determined by giving due consideration to the particular circumstances of the Project and the magnitude and complexity of the purchase. The period allowed must be at least five business days from the end of the negotiations***][*The following provision will be included and the corresponding information required will be indicated only if Bidders have the option to submit the Negotiated Offer electronically. Delete if not applicable*].Selected Bidder **[*insert “shall” or “shall not”*]** have the option of submitting its negotiated Bid electronically.The procedures for submitting the negotiated bid electronically will be the following: *[****describe the procedures for submitting bids electronically****]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **F. Award of Contract** |
| **ITB 44.1****Increase or Decrease in Quantity** | The maximum percentage by which quantities may be increased is: ***[insert percentage]***The maximum percentage by which quantities may be decreased is: ***[insert percentage]*** |
| **ITB 47.1****Beneficial Ownership** | The successful Bidder [*shall] or [shall not]* submit the Beneficial Ownership Disclosure Form. |
| **ITB 49****Procurement related Complaints** | The procedures for making a Procurement-related Complaint are detailed in the Procurement Policies for Goods and Works financed by the Inter-American Development Bank GN-2349-15. If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, e.g., by email), to:**For the attention**: *[insert full name of person receiving complaints]***Title/position**: *[insert title/position]***Purchaser**: *[insert name of Purchaser]***Email address***: [insert email address* |

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]**

## Domestic Preference (ITB 34)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods in accordance with the following procedures:

The Borrower may, with the agreement of the Bank, grant a margin of preference in the evaluation of bids under ICB procedures to bids offering certain goods of origin in the country of the Borrower, when compared to bids offering such goods of origin elsewhere. The methods and stages set forth hereunder shall be followed in the evaluation and comparison of bids.

For comparison purposes, Bids will be classified in one of three groups, as follows[[8]](#footnote-9):

**Group A:** Bids exclusively offering goods of origin in the country of the Borrower if the bidder establishes to the satisfaction of the Borrower and the Bank that (i) labor, raw material, and components from within the country of the Borrower will account for 30 percent or more of the price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing/assembling such goods at least since the time of bid submission.

**Group B:** All other bids offering goods of origin in the country of the Borrower.

**Group C:** Bids offering goods of origin abroad that have been already imported or that will be directly imported.

The price quoted for goods in bids of Groups A and B shall include all duties and taxes paid or payable on the basic materials or components purchased on the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of Group C shall be on the basis of CIP, which is exclusive of customs duties and other import taxes already paid or to be paid.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, the lowest evaluated bid from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in the bid from Group C, for the purpose of this further comparison only, an amount equal to 15 percent of the CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected.

## Most Advantageous Bid

The Purchaser will use the criteria and methodologies listed in sections 3 and 4 below to determine the Most Advantageous Bid. The Most Advantageous Bid is one that meets the qualification criteria and that:

(a) substantially conforms to the bidding document, and

(b) has the lowest evaluated cost.

## Evaluation (ITB 35)

1. Evaluation Criteria

The Purchaser’s evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB 15, one or more of the following factors as specified in ITB 35.2 (g) and BDS in reference to ITB 35.6**,** usingthe following criteria and methodologies.

1. Delivery schedule (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, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjusting 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, Delivery Schedule.*

1. Deviation in payment schedule.

*[insert one of the following:*

1. *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***

1. *The SCC stipulate 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 of (insert the annual rate).]*
2. Cost of major replacement components, mandatory spare parts, and service.

*[insert one of the following:*

1. *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 in reference to ITB 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***

1. *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 in reference to ITB 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.]*
2. Availability in the Purchaser’s Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, if quoted separately, shall be added to the bid price, for evaluation purposes only*.*

1. Life Cycle Costs

If specified in BDS 35.6, 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]*

* + - 1. *number of years for life cycle cost determination [insert the number of years];*
			2. *the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is [insert the discount rate];*
			3. *the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: [insert methodology];*
			4. *and the following information is required from bidders [insert any information required from bidders, including prices].*
1. Performance and productivity of the equipment: [*insert one of the following*]
	* 1. *Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Bid price, for evaluation purposes if specified in the BDS 35.6. 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***

* + 1. *An adjustment to take into account the productivity of the goods offered in the Bid will be added to the Bid price, for evaluation purposes only, if specified in BDS 35.6. 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]*

1. Specific additional criteria (ITB 35.4)

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 35.6. 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.]*

1. Multiple Contracts

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 under 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:

1. evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
2. for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
3. 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
4. determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.
5. Alternative Bids (ITB 14.1)

*An alternative if permitted under ITB 14.1, 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, Schedule of 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 35.6”

## Best Final Offer or Negotiations (ITB 38)

After determining among the bids that substantially meet the requirements of the bidding document, the Most Advantageous Bid in accordance with ITB 35, and, if applicable, evaluating any Abnormally Low Bid (in accordance with ITB 37), the Purchaser may enter into Negotiations before final award or apply the method of Best and Final Offer in the evaluation of bids as specified in BDS in reference to ITB 38.1, using only the following requirements: \_\_\_\_\_\_\_\_\_\_\_\_ *[indicate requirements as price, type of clarifications or modifications, additional information, ESHS, innovative or cybersecurity aspects*].

## Qualification of the Bidder (ITB 38.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 35, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 37) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 38, 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 Authorization Form (Section V, 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 goodsin the past *[insert number of years]* years.

Section IV. Eligible Countries

**Eligibility to provide goods, Works construction and render services for Bank financed procurement**

***Note:*** *In these documents references to Bank include the IDB, the Bid Lab and any fund administered by the Bank.*

*Next you shall find 2 options numbered (1) for the User to choose the one pertinent which depends on the Financing source. Financing may come from the Inter-American Development Bank (IDB), the Bid Lab or occasionally, contracts may be financed by special funds restricting even more eligibility criteria to a particular Group of member countries, in which these shall be deciding to use the latter option:*

**(1) *Member Countries when the financing source is the Inter-American Development Bank****.*

Germany, Argentina, Austria, the Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Croatia, Denmark, Ecuador, El Salvador, Slovenia, Spain, United States, Finland, France, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Nicaragua, Norway, The Netherlands, Panama, Paraguay, Peru, Portugal, United Kingdom, Republic of Korea, Dominican, People's Republic of China, Sweden, Switzerland, Suriname, Trinidad and Tobago, Uruguay, and Venezuela.

***Eligible Territories***

1. Guadeloupe, French Guyana, Martinique, Reunion – French Departments.
2. U.S. Virgin Islands, Puerto Rico, Guam – U.S.A. Territory.
3. Aruba – as country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Maarten, Saint Eustatius – as departments of the Kingdom of The Netherlands
4. Hong Kong – Special Administrative Region of the People's Republic of China.

*--------------------------------------*

**(1) *List of Countries according to the Administered Fund Agreement:***

*(Include the list of countries)*]

*--------------------------------------*

**(2) Criteria to determine Nationality and the country of origin of goods and services**

To make a determination of: (a) the nationality of companies and individuals eligible to partake in Bank financed contracts and (b) the country of origin of goods and services, the following criteria shall be used:

**(A) Nationality**

(a) **An individual** holds the nationality of a Bank member country when he/she meets the following requirements;

* 1. Is a citizen of a member country; or
	2. Has established domicile in a member country as a “bonafide” resident and is legally authorized to work in that country.

(b) **A company** holds the nationality of a member country if two of the following requirements are met:

1. Is legally constituted or incorporated according to the laws of a Bank member country; and
2. More than fifty percent (50%) of the company capital is owned by individuals or companies of a Bank member countries.

All partners in a partnership, consortium or association (JVCA) with joint and severally responsibility and all the subcontractors shall have to comply with the requirements set above.

**B) Origin of Goods**

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser.

For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

**C) Origin of Services**

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services and to consulting services.

Section V. Bidding Forms

**Table of Contents**

Letter of Bid 56

Bidder Information Form 60

Bidder’s JV Members Information Form 61

Price Schedule Forms 62

Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported 63

Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported\* 64

Price Schedule: Goods Manufactured in the Purchaser’s Country 66

Price and Completion Schedule - Related Services 67

Form of Bid Security 68

Form of Bid Security (Bid Bond) 70

Form of Bid-Securing Declaration 71

Manufacturer’s Authorization 72

##### Letter of Bid

|  |
| --- |
|  *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.**In respect to the statement on commissions, bonuses or fees, services it may be for example, payments to, or through, individuals or entities that are authorized to act on behalf of the Bidder to advance the interests of the Bidder in relation to this process of bidding or execution of the Contract.**Note: All italicized text is to help Bidders in preparing this form.* |

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

**RFB No.:** [*insert number of this bidding process*]

**Request for Bids**: No. [*insert number identification*]

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

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

1. **No reservations:** We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with ITB 9;
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 5 and in case of detecting that any of the named parties are in any conflict of interest, we will notify this circumstance in writing to the Purchaser, either during the selection process, the negotiations or the execution of the Contract;
3. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in the Purchaser’s Country in accordance with ITB 5.6;
4. **Conformity**: We offer to provide design, supply and installation services in conformity with the bidding document of the following: [*insert a brief description of the Goods and Related Services*];
5. **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

*Or*

Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

1. **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered.*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

1. **Bid Validity Period:** Our Bid shall be valid for the period specified in the BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS in reference to ITB 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
3. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 5.3, other than alternative Bids submitted in accordance with ITB 14;
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the IDB or a debarment imposed by the IDB in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the IDB and other development banks.

Further, we are not ineligible under the Purchaser’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

1. **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 5.5*];
2. **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

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| --- | --- | --- | --- |
| Name of Recipient | Address | Purpose of the commission or gratuity | Amount |
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*(If none has been paid or is to be paid, indicate “none.”)*

1. **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
2. **Not Bound to Accept:** We understand that the Purchaser is not bound to accept the Most Advantageous Bid or any other Bid that you may receive;
3. **Declaration of Commitment**: We declare our commitment to practice ESHS responsibility and comply with the Bank’s Environmental and Social Policy Framework[[9]](#footnote-10) that include general and specific provisions regarding human rights, energy, and the environment, worker safety, labor, ethics, health and safety, management practices and other issues, not only with respect to our firm, which extends to the key suppliers of the products and services of our products and activities.
4. **Best and Final Offer or Negotiations**: We understand that the Purchaser will use the Best and Final Offer method in the evaluation of bids or Negotiations in the evaluation and final award if specified in ITB 39, and that there will be an Independent Probity Assurance Authority hired by the Purchaser to observe and report on this process.
5. **Prohibited Practices:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Practice;
6. **Excluded Activities**: We declare that our suppliers, sub-contractors, sub-consultants, service providers, and concessionaires involved in this proposal will not knowingly engage, directly or indirectly through Financial Intermediaries, in the production, trade, or use of the products, substances or the activities listed in Annex 1 of the IDB Environmental and Social Policy Framework[[10]](#footnote-11).
7. **Commissions, gratuities and fees:** We have paid, or shall pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Purpose of the commission or gratuity | Amount |
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(If none has been paid or is to be paid, indicate “none.”)

1. **Beneficial Ownership Disclosure Form:** (*Applies in the event that the Bidder must provide the Form*). We understand that in the event that our bid is accepted we will be providing the required information on the Beneficial Ownership Disclosure Form or, where appropriate, indicate the reasons why it is not possible to provide the required information. We express our authorization for the Borrower to publish the Beneficial Ownership Disclosure Form as part of the Contract Award Notification.

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

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

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

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

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

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

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

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

##### Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

RFB No.: *[insert number of RFB process]*

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

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Name *[insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each member: *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information Name: *[insert Authorized Representative’s name]* Address: *[insert Authorized Representative’s Address]* Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 5.1.🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 5.4.🞎 In case of state-owned enterprise or institution, in accordance with ITB 5.6 documents establishing:* legal and financial autonomy
* operation under commercial law
* it is not a dependent agency of the Purchaser.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS in reference to ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

##### Bidder’s JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].*

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

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

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

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Name: *[insert Bidder’s legal name]* |
| 2. Bidder’s JV Member’s name: *[insert JV’s Member legal name]* |
| 3. Bidder’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Bidder’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Bidder’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Bidder’s JV Member’s authorized representative informationName: *[insert name of JV’s Member authorized representative]*Address: *[insert address of JV’s Member authorized representative]*Email Address: *[insert email address of JV’s Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 5.1.🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, they are not dependent agencies of the Purchaser, in accordance with ITB 5.4.8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS in reference to ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]* |

##### Price Schedule Forms

*[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)Currencies in accordance with ITB 16 | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Line ItemN° | Description of Goods  | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price cip *[insert place of destination]*in accordance with ITB 15.8(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) |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price CIP per unit]* | *[insert total CIP price per line item]* | *[insert the corresponding price per line item]* | *[insert total price of the line item]* |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | Total Price |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]* |

|  |
| --- |
| Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported\* |
|  | (Group C Bids, Goods already imported)Currencies in accordance with ITB 16 | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Line ItemN° | Description of Goods  | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 15.8(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITB 15.8(c)(ii) , [to be supported by documents]  | Unit Price net of custom duties and import taxes, in accordance with ITB 15.8 (c) (iii) (Col. 6 minus Col.7) | Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 15.8(c)(i)(Col. 5×8) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.8 (c)(v) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.8(c)(iv) | Total Price per line item(Col. 9+10) |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per unit]* | *[insert custom duties and taxes paid per unit]* | *[insert unit price net of custom duties and import taxes]* | *[ insert price per line item net of custom duties and import taxes]* | *[insert price per line item for inland transportation and other services required in the Purchaser’s Country]* | *[insert sales and other taxes payable per item if Contract is awarded]* | *[insert total price per line item]* |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Bid Price |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* |

\* *[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 16 | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Line ItemN° | Description of Goods  | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price EXW  | Total EXW price per line item(Col. 4×5) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination | Cost of local labor, raw materials and components from with origin in the Purchaser’s Country% of Col. 5 | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.8(a)(ii) | Total Price per line item(Col. 6+7) |
| *[insert number of the item]* | *[insert name of Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert EXW unit price]* | *[insert total EXW price per line item]* | *[insert the corresponding price per line item]* | *[Insert cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]* | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | Total Price |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* |

|  |
| --- |
| Price and Completion Schedule - Related Services |
|  | Currencies in accordance with ITB 16 | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| 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) |
| *[insert number of the Service ]* | *[insert name of Services]* | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | 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)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**RFB No.:** *[Purchaser to insert reference number for the Request for Bids]*

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

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Request for Bids No. \_\_\_\_\_\_\_\_\_\_ \_ (“the RFB”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid guarantee.

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

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii)twenty-eight days after the end of the Bid Validity Period.

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

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[Signature(s)]*

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

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

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

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

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],* **authorized 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]*[[11]](#footnote-12) *[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 or will submit 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:

1. has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
2. having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s 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 Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

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)*

##### Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

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

Bid No.: *[number of RFB process]*

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

To: *[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 or submitting proposals in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[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 Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, 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.

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

##### Manufacturer’s Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This* *letter of authorization should be on the letterhead of the Manufacturer and 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]*

RFB No.: *[insert number of RFB process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

We declare our commitment to practice ESHS responsibility and comply with the Bank’s Environmental and Social Policy Framework[[12]](#footnote-13) that include general and specific provisions regarding human rights, energy, and the environment, worker safety, labor, ethics, health and safety, management practices and other issues, not only with respect to our firm, which extends to the key suppliers of the products and services of our products

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

PART 2. Supply Requirements

Section VI. Schedule of Requirements

**Table of contents**

[Notes for Preparing the Schedule of Requirements 75](#_Toc20238511)

[List of Goods and Delivery Schedule 76](#_Toc20238512)

[List of Related Services and Completion Schedule 77](#_Toc20238513)

[Technical Specifications 78](#_Toc20238514)

[Drawings 80](#_Toc20238515)

[Inspections and Tests 81](#_Toc20238516)

Notes for Preparing the Schedule of Requirements

The Schedule of 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 Schedule of 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 Schedule of 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 43.1.

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

If in accordance with the BDS referring to ITB 1.4, this bidding document is used in the procurement of second-hand goods, the Technical Specifications must indicate the minimum characteristics of the second-hand goods and the appropriate guarantees.

If in accordance with the BDS referring to ITB 1.1, this RFB is used in the procurement of leased assets, the Technical Specifications and other parts of the bidding document shall specify the appropriate conditions for this type of leasing contract, including the measures agreed with the Bank to mitigate the risks.

List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item****N°** | **Description of Goods**  | **Quantity** | **Physical unit** | **Named place of Destination as specified in BDS**  | **Delivery (as per Incoterms) Date** |
| **Earliest Delivery Date** | **Latest Delivery Date**  | **Bidder’s offered Delivery date [*to be specified by the bidder*]** |
|  |  |  |  |  |  |  |  |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert named place of destination]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* |

List of Related Services and Completion Schedule

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service** | **Description of Service** | **Quantity1** | **Physical Unit** |  **Place where Services shall be performed** | **Final Completion Date(s) of Services** |
|
| *[insert Service No]* | *[insert description of Related Services]* | *[insert quantity of items to be supplied]* | *[insert physical unit for the items]* | *[insert name of the Place]*  | *[insert required Completion Date(s)]* |

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 Documents 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 Borrower’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
* *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.*
* *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*

*(a) Standards of materials and workmanship required for the production and manufacturing of the Goods.*

*(b) Detailed tests required (type and number).*

*(c) Other additional work and/or Related Services required to achieve full delivery/completion.*

*(d) Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.*

*(e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*

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

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

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

*“****Summary of Technical Specifications****. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

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

***Detailed Technical Specifications and Standards [whenever necessary].***

*[Insert detailed description of TS]*

Drawings

These Bidding Documents includes *[insert**“the following”**or “no”]* drawings.

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

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

Inspections and Tests

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

PART 3. Conditions of Contract and Contract Forms

Section VII. General Conditions of Contract

1. **Definitions**
2. The following words and expressions shall have the meanings hereby assigned to them.
3. “Bank” means the Inter-American Development Bank (IDB) or any fund administered by the Bank.
4. “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
5. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
6. “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.
7. “Day” means calendar day.
8. “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
9. “GCC” means the General Conditions of Contract.
10. “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.
11. “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
12. “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
13. “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
14. “SCC” means the Special Conditions of Contract.
15. “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
16. “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
17. “The Project Site,” where applicable, means the place named in the **SCC Source of Funds**
18. **Contract Documents**
19. Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Agreement shall be read as a whole.
20. **Prohibited Practices**

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| --- |
| 3.1 The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank[[13]](#footnote-14) all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank’s Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions.  |
| * + 1. For the purposes of this provision, the definitions of Prohibited Practices are as follows:

(i) “*corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;(ii) “*fraudulent practice*” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;(iii) “*collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;(iv) “*coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;(v) “*obstructive practice*” is(i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;(ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or(iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under GCC Subclause 3.1(f) below or access to information; and(vi) “*misappropriation*” is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard. |
| * + 1. If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:

(i) not finance any proposal to award a contract for works, goods or services, and consulting services;(ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Purchaser has engaged in a Prohibited Practice;(iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;(iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;(v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources; (vi) impose other sanctions that it deems to be appropriate, among others, the restitution of funds and of fines equivalent to the reimbursement for costs associated with investigations and proceedings contemplated in the Sanctions Procedures. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above (the “abovementioned” sanctions are reprimand and debarment/ineligibility); (vii) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or(viii) refer the matter to appropriate law enforcement authorities. |
| * + 1. The provisions of GCC Subclause 3.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
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| * + 1. The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.
		2. Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
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| * + 1. The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank. Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.
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| * + 1. If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of suspended or debarred firms and individuals. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.
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3.2 The Supplier, including in all cases, the directors, key personnel, principal shareholders, proposed personnel and agents, represents and guarantees:

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| * + 1. that has read and understood the Bank’s definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures;
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| * + 1. that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract;
 |
| * + 1. that has not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
 |
| * + 1. that neither they nor their representatives or agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank
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| * + 1. that all commissions, representative or agents’ fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and
		2. that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in GCC Subclause 3.1 (b).
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4. Excluded Activities:

4.1 The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, inter alia, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires will not knowingly engage, directly or indirectly through Financial Intermediaries, in the production, trade, or use of the products and substances or the activities listed in the Annex 1 of the IDB Environmental and Social Policy Framework.[[14]](#footnote-15) Additional exclusions may apply.

4.2 If, the Bank determines that at any stage of the implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, inter alia, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires used IDB resources to engage in an Excluded Activity during the implementation of the contract, the Bank may:

suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has used IDB resources to engage in an Excluded Activity.

Declare Mis-procurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Excluded Activity) within a time period which the Bank considers reasonable.

refer the matter to appropriate law enforcement authorities.

4.3 The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the contract performance as well as to have them audited by personnel appointed by the Bank.

4.4 Applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its monitoring and supervision.

1. **Interpretation**

5.1 If the context so requires it, singular means plural and vice versa:

5.2 Incoterms

1. Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
2. The terms CIP, FCA, CPT and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

5.3 Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

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

5.5 Nonwaiver

1. Subject to GCC Subclause 5.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
2. Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

5.6 Severability*:* If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

1. **Language**

6.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

6.2 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.

1. **Joint Venture, Consortium or Association**

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

1. **Eligibility**

8.1 The Supplier and its Subcontractors shall have the nationality of a Bank’s member country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it complies with the following requirements:

1. **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
	1. is a citizen of a member country; or
	2. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.
2. **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
3. is legally constituted or incorporated under the laws of a member country of the Bank; and
4. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank.

8.2 All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

8.3 All the Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank’s member country. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

1. **Notices**

9.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.

9.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

**9.3 Governing Law**

9.4 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC.**

1. **Settlement of Disputes**
2. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
3. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
4. Notwithstanding any reference to arbitration herein,
5. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
6. the Purchaser shall pay the Supplier any monies due the Supplier.
7. **Inspections and Audit by the Bank**
8. The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 Prohibited Practices, which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Subclause 12.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).
9. **Scope of Supply**
10. The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
11. **Delivery of Documents**
12. Subject to GCC Subclause 34.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**
13. **Supplier’s Responsibilities**
14. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 13, and the Delivery and Completion Schedule, as per GCC Clause 14.
15. **Contract Price**
16. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.**
17. **Terms of Payment**
18. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**
19. The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 14 and upon fulfillment of all other obligations stipulated in the Contract.
20. Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
21. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
22. In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
23. **Taxes and Duties**
24. 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.
25. 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.
26. 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.
27. **Performance Security**
28. If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
29. 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.
30. As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the formats stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
31. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
32. **Copyright**
33. 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.
34. **Confidential Information**
35. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 21.
36. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
37. The obligation of a party under GCC Subclauses 21.1 and 21.2 above, however, shall not apply to information that:
38. the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
39. now or hereafter enters the public domain through no fault of that party;
40. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
41. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
42. The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
43. The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.
44. **Subcontracting**
45. 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.
46. Subcontracts shall comply with the provisions of GCC Clauses 3 and 8.
47. **Specifications and Standards**
48. Technical Specifications and Drawings
49. The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.
50. 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.
51. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
52. **Packing and Documents**
53. 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.
54. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
55. **Insurance**
56. Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**
57. **Transportation**
58. Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
59. **Inspections and Tests**
60. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
61. 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 SCC. Subject to GCC Subclause 26.3, 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.
62. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 27.2, 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.
63. 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.
64. 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.
65. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
66. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 27.4.
67. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 27.6, shall release the Supplier from any warranties or other obligations under the Contract..
68. **Liquidated Damages**
69. Except as provided under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 36.
70. **Warranty**
71. 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.
72. Subject to GCC Subclause 23.1(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.
73. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
74. 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.
75. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
76. If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract..
77. **Patent Indemnity**
78. The Supplier shall, subject to the Purchaser’s compliance with GCC Subclause 30.2, 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:
79. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
80. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

1. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
2. 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.
3. 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.
4. 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.
5. **Limitation of Liability**
6. Except in cases of criminal negligence or willful misconduct,
7. 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
8. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.
9. **Changes in Laws and Regulations**
10. Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 16.
11. **Force Majeure**
12. 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.
13. 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.
14. 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.
15. **Change Orders and Contract Amendments**
16. The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 9, to make changes within the general scope of the Contract in any one or more of the following:
17. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
18. the method of shipment or packing;
19. the place of delivery; and
20. the Related Services to be provided by the Supplier.
21. 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.
22. 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.
23. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
24. **Extension of Time**
25. 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 GCC Clause 14, the Supplier shall promptly notify the Purchaser in writing of the delay, it’s 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.
26. Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 35.1.
27. **Termination**
28. Termination for Default
29. 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:
30. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 35;
31. if the Supplier fails to perform any other obligation under the Contract; or
32. if the Supplier, in the judgment of the Purchaser has engaged in prohibited practices, as defined in GCC Clause 3, in competing for or in executing the Contract.
33. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 36.1(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.
34. Termination for Insolvency
35. 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.
36. Termination for Convenience
37. 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.
38. 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:
39. to have any portion completed and delivered at the Contract terms and prices; and/or
40. 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.
41. **Assignment**
42. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
43. **Export Restriction**

Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Subclause 36.

Section VIII. Special Conditions of Contract

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

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

|  |  |
| --- | --- |
| GCC 1.1(j) | The Purchaser’s country is: *[insert name of the Purchaser’s Country]* |
| GCC 1.1(k) | The Purchaser is: *[Insert complete legal name of the Purchaser]*  |
| GCC 1.1 (q) | The Project Site(s)/Final Destination(s) is/are: *[Insert name(s) and detailed information on the location(s) of the site(s)]*  |
| GCC 4.2 (a) | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms ]* |
| GCC 5.2 (b) | The version edition of Incoterms shall be *[insert date of current edition]* |
| GCC 6.1 | The language shall be: *[insert the name of the language]*  |
| GCC 9.1 | For notices, the Purchaser’s address shall be:Attention: *[ insert full name of person, if applicable]*Street Address: *[insert street address and number]*Floor/ Room number*: [insert floor and room number, if applicable]*City: *[insert name of city or town]*ZIP Code: *[insert postal ZIP code, if applicable]*Country: *[insert name of country]*Telephone: *[include telephone number, including country and city codes]*Facsimile number: *[insert facsimile number, including country and city codes]*Electronic mail address*: [insert e-mail address, if applicable]*  |
| GCC 10.1 | The governing law shall be the law of*:* *[insert name of the country or state]* |
| GCC 11.2 | The rules of procedure for arbitration proceedings pursuant to GCC Clause 11.2 shall be as follows:*[The bidding documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Supplier who is a national of the Purchaser’s country. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the bidding document.**“Clause 11.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 11.2 (b) shall be retained in the case of a Contract with a national of the Purchaser’s country.”]**(a) Contract with foreign Supplier:**[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. The Inter-American Development Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]**If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:*GCC 11.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.*If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:*GCC 11.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.*If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:*GCC 11.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.*If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:*GCC 11.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.*(b) Contracts with Supplier national of the Purchaser’s country:*In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s country. |
| GCC 14.1 | Details of Shipping and other Documents to be furnished by the Supplier are *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details* *etc.].*The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| GCC 16.1 | The prices charged for the Goods supplied and the related Services performed *[insert “shall” or “shall not,” as appropriate]* be adjustable.If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]* |
| GCC 17.1 | *Sample provision*GCC 17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:Payment for Goods supplied from abroad:Payment of foreign currency portion shall be made in ( ) *[currency of the Contract Price]* in the following manner:(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.Payment of local currency portion shall be made in *[currency]* within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.Payment for Goods and Services supplied from within the Purchaser’s country:Payment for Goods and Services supplied from within the Purchaser’s country shall be made in *[currency]*, as follows:(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. |
| GCC 18.5 | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be *[insert number]* days.The interest rate that shall be applied is *[insert number]* % |
| GCC 19.1 | A Performance Security *[ insert “shall” or “shall not” be required]**[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]* *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]*  |
| GCC 19.3 | If required, the Performance Security shall be in the form of : *[insert “a Bank Guarantee” or ”a Performance Bond”]*If required, the Performance security shall be denominated in *[insert “a freely convertible currency acceptable to the Purchaser” or “ the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]* |
| GCC 19.4 | Discharge of the Performance Security shall take place: *[insert date if different from the one indicated in sub clause GCC 19.4]* |
| GCC 24.2 | The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]*   |
| GCC 25.1 | The insurance coverage shall be as specified in the Incoterms*.*If not in accordance with Incoterms, insurance shall be as follows:*[insert specific insurance provisions agreed upon, including coverage, currency an amount]* |
| GCC 26.1 | Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s country, defined as the Project Site, transport to such place of destination in the Purchaser’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)]* |
| GCC 27.1 | The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]* |
| GCC 27.2 | The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]* |
| GCC 28.1 | The liquidated damage shall be: [*insert number]*% per week |
| GCC 29.1 | The maximum amount of liquidated damages shall be: *[insert number]*% |
| GCC 29.3 | The period of validity of the Warranty shall be: *[insert number]* days For purposes of the Warranty, the place(s) of final destination(s) shall be:*[insert name(s) of location(s)]* |
| GCC 29.5 | The period for repair or replacement shall be: *[insert number(s)]* days. |

**Attachment 1: Price Adjustment Formula**

If in accordance with GCC 16.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

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

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

 L0 M0

a+b+c = 1

in which:

P1 = adjustment amount payable to the Supplier.

P0 = Contract Price (base price).

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

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

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

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

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

The 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 = thirty (30) days prior to the deadline for submission of the bids.

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

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

(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 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 labor 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. Forms of Contract

[Notification of Intention to Award 108](#_Toc20242524)

[Beneficial Ownership Disclosure Form 112](#_Toc20242525)

[Letter of Acceptance 114](#_Toc20242526)

[Contract Agreement 115](#_Toc20242527)

[Performance Security 117](#_Toc20242528)

[Option 2: Performance Bond 119](#_Toc20242529)

[Advance Payment Security 121](#_Toc20242530)

[Sample Format: Invitation for Bids 123](#_Toc20242531)

Notification of Intention to Award

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

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

For the attention of Bidder’s Authorized Representative

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

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

Telephone number: *[insert Authorized Representative’s telephone number]*

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

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

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

**Notification of Intention to Award**

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

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

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

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

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

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

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

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

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

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

| **Name of Bidder** | **Bid price** | **Evaluated Bid price** **(if applicable)** |
| --- | --- | --- |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

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

|  |
| --- |
| ***[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.]*** |

1. **Best and Final Offer or Negotiations**

|  |
| --- |
| Pursuant to ITB 38.1 in the evaluation of bids or pursuant to ITB 38.2, in the final award of this Contract the following method was used: 🞎 Best and Final Offer🞎 Negotiations🞎 Neither method***[Delete if not applicable]***The name of the Independent Probity Assurance Authority is:*[insert the name of the Independent Probity Assurance Authority]* |

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award. Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:**Attention**: [*insert full name of person, if applicable*]**Title/position**: [*insert title/position*]**Agency**: [*insert name of Purchaser*]**Email address**: [*insert email address*]If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end. The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).** Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:**Attention**: [*insert full name of person, if applicable*]**Title/position**: [*insert title/position*]**Agency**: [*insert name of Purchaser*]**Email address**: [*insert email address*]At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.In summary, there are four essential requirements:1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information pursuant to paragraphs 2.77 to 2.81 of the Bank´s Procurement Policies and Appendices 1 and 3.
 |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended as stated in Section 5 above.  |

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

On behalf of the Purchaser:

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Beneficial Ownership Disclosure Form

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.* *For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:**directly or indirectly holding 25% or more of the shares**directly or indirectly holding 25% or more of the voting rights**directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder* |

**RFB No**.: [*insert number of RFB process*]

**Request for Bid No**.: [*insert identification*]

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

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

|  |  |  |  |
| --- | --- | --- | --- |
| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares(Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights(Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder(Yes / No) |
| *[include full name (last, middle, first), nationality, country of residence]* |  |  |  |

***OR***

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

* directly or indirectly holding 25% or more of the shares
* directly or indirectly holding 25% or more of the voting rights
* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

***OR***

*(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

* directly or indirectly holding 25% or more of the shares
* directly or indirectly holding 25% or more of the voting rights
* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]”

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

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

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

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

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

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

\*\*\* It is understood that any false or misleading information provided in relation to this requirement may result in actions or penalties by the Bank in accordance with its rules and policies.

Letter of Acceptance

*[use 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, as given in the SCC]***for the Accepted Contract Amount of ***[insert*** ***amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with the BDS in reference to ITB 46.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

 THIS AGREEMENT made

 the *[insert:* ***number****]* day of *[insert:* ***month****]*, *[insert:* ***year****]*.

BETWEEN

(1) *[insert complete name of 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 Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser****]*** (hereinafter called “the Purchaser”), of the one part, and

(2) *[insert name of 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”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

1. the Letter of Acceptance
2. the Letter of Bid (or the last presented by the Bidder if Best and Final Offer or Negotiations was used)
3. the Addenda Nos.\_\_\_\_\_ (if any)
4. Special Conditions of Contract
5. General Conditions of Contract
6. the Specification (including Schedule of Requirements and Technical Specifications)
7. the completed Schedules (including Price Schedules or the last presented by the Bidder if Best and Final Offer or Negotiations was used)
8. any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and 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 provision of the Goods and 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security

**Option 1: (Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** \_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

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

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words]*,[[15]](#footnote-16)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[[16]](#footnote-17)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

Option 2: Performance Bond

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

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

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

(1) complete the Contract in accordance with its terms and conditions; or

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

(3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

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

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

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

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

Advance Payment Security

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words][[17]](#footnote-18)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

Sample Format: Invitation for Bids

**REQUEST FOR BIDS**

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

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

*[insert:* ***loan / credit number*** *]*

*[insert:* ***RFB Title****]*

*[ insert:* ***RFB Number****]*

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in *Development Business*, issue no. *[insert number]* of *[insert date][[18]](#footnote-19)*.
2. The *[insert name of Borrower]* *[has received/has applied for/intends to apply for]* a *[financing]* from the Inter-American Development Bank toward the cost of *[insert name of Project]*, and it intends to apply part of the proceeds of this financing to payments under the Contract for *[insert name/no. of Contract][[19]](#footnote-20).*
3. The *[insert name of Implementing Agency]* now invites sealed bids from eligible and qualified bidders for *[insert brief description of the Goods to be procured][[20]](#footnote-21)[[21]](#footnote-22)*.
4. The Request for Bids will be conducted through the International Competitive Bidding (ICB) procedures specified in the Inter-American Development Bank’s Policies for the Procurement of Works and Goods financed by the Inter-American Development Bank, and is open to all bidders from Eligible Source Countries as defined in the Policies[[22]](#footnote-23).
5. Interested eligible bidders may obtain further information from *[insert name of Agency; insert name and e-mail of officer in charge]* and inspect the bidding document at the address given below *[state address at end of this IFB]* from *[insert office hours]*.
6. Qualifications requirements include: *[insert a list of technical, financial, legal and other requirements].* A margin of preference for certain goods manufactured domestically *[insert “shall” or “shall not”, as appropriate]* be applied. Additional details are provided in the Bidding Documents.
7. A complete set of Bidding Documents in *[insert name of language: English, Spanish, French or Portuguese]* may be purchased by interested bidders on the submission of a written Application to the address below *[state address at the end of this ITB]* and upon payment of a nonrefundable fee[[23]](#footnote-24) *[insert amount in local currency]* or in *[insert amount in specified convertible currency]*. The method of payment will be *[insert method of payment][[24]](#footnote-25).*The Bidding Documents will be sent by *[insert delivery procedure][[25]](#footnote-26)*.
8. Bids must be delivered to the address below *[state address at the end of this RFB]* at or before *[insert time and date]*. Electronic bidding will *[will not]* be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives who choose to attend in person or on-line at the address below *[state address at end of this ITB]* at *[insert time and date]*. All bids must be accompanied by a *[insert “Bid Security” or “Bid-Securing Declaration,” as appropriate]* of *[insert amount in local currency or minimum percentage of bid price in case of a Bid Security]* or an equivalent amount in a freely convertible currency[[26]](#footnote-27)[[27]](#footnote-28).
9. The address(es) referred to above is(are): *[insert detailed address(es) including Name of the Implementing Agency, Office designation (room number), name of Officer, Street address, City (code), Country; insert electronic address if electronic bidding is permitted ].*
1. The Bank has two types of international public bidding documents (ICB): Request for Bids (RFB) that shall be used when the Borrower can specify in detail all the requirements, which allows firms to submit bids that meet the requirements established in the bidding document and where the evaluation criteria are normally expressed in monetary terms; and the Request for Proposals (RPF) to be used when the Borrower cannot clearly specify its requirements (in general, it is used for complex and innovative procurement), which allows firms to submit proposals that vary in the degree of compliance with the requirements established in the bidding document; in that case, the evaluation criteria usually include rated type criteria. [↑](#footnote-ref-2)
2. Environmental and Social Policy Framework GN-2965-23: https://www.iadb.org/en/mpas [↑](#footnote-ref-3)
3. In such cases, the Bank must be satisfied with the functionality of said system, as provided in paragraph 3.21 of the Procurement Policies GN-2349-15 [↑](#footnote-ref-4)
4. Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI’s are available on the Bank's web site (www.iadb.org/integrity) [↑](#footnote-ref-5)
5. Environmental and Social Policy Framework GN-2965-23: https://www.iadb.org/en/mpas [↑](#footnote-ref-6)
6. Control means the power to, directly or indirectly, direct or cause the direction of the management and policies of the companies or projects, whether through the ownership of voting shares, by contract or otherwise. It could include majority ownership of voting shares, other control mechanisms (such as “golden shares”, veto rights or shareholders’ agreements requesting special majorities) or, in the case of investment fund financing, the control exercised by a general partner or fund manager. Control will be determined in the context of each specific case. [↑](#footnote-ref-7)
7. A close relationship should be understood as being related up to the fourth degree of relationship by blood (consanguinity) or by adoption, or up to the second degree of relationship by marriage or domestic partnership (affinity). [↑](#footnote-ref-8)
8. To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser’s reclassification of the bid into its appropriate bid group. [↑](#footnote-ref-9)
9. Environmental and Social Policy Framework GN-2965-23: https://www.iadb.org/en/mpas [↑](#footnote-ref-10)
10. Annex 1 - Environmental and Social Policy Framework GN-2965-23: https://www.iadb.org/en/mpas [↑](#footnote-ref-11)
11. The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency. [↑](#footnote-ref-12)
12. Environmental and Social Policy Framework GN-2965-23: https://www.iadb.org/en/mpas [↑](#footnote-ref-13)
13. Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI’s are available on the Bank's web site (www.iadb.org/integrity) [↑](#footnote-ref-14)
14. Environmental and Social Policy Framework GN-2965-23: https://www.iadb.org/en/mpas [↑](#footnote-ref-15)
15. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-16)
16. *2 Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-17)
17. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and 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.* [↑](#footnote-ref-18)
18. *Day, month, year; for example, 19 December, 2019.* [↑](#footnote-ref-19)
19. *[Insert if applicable: “This contract will be jointly financed by [insert name of co financing agency]. Bidding will be governed by the Inter-American Development Bank’s eligibility rules and procedures or pursuant to an Alternative Procurement Arrangement (paragraph 1.7 of the Procurement Policies GN-2349-15).”]* [↑](#footnote-ref-20)
20. *A brief description of the type(s) of Goods should be provided, including quantities, delivery schedule, place of destination, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. The bidding document may require bidders to have specific experience or capabilities; such requirements should also be included in this paragraph.* [↑](#footnote-ref-21)
21. *[Insert: “the delivery/construction period is [insert no. of days/months/years or dates”].* [↑](#footnote-ref-22)
22. *Occasionally, contracts may be financed out of special funds that would further restrict eligibility to a particular group of member countries. When this is the case, it should be mentioned in this paragraph. Also indicate any margin of preference that may be granted as specified in the Loan* Contract *and set forth in the bidding document.* [↑](#footnote-ref-23)
23. *The fee, should defray the printing and mailing/shipping costs); it should not deter competition.* [↑](#footnote-ref-24)
24. *For example, cashier’s check, direct deposit to specified account number.* [↑](#footnote-ref-25)
25. *The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery, or by electronic means if electronic bidding is permitted. If urgency or security dictates, courier services may be required for overseas delivery.* [↑](#footnote-ref-26)
26. *The amount of Bid Security should be stated as a fixed amount or as a minimum percentage of the Bid Price. Alternatively, if a Bid Security or a Bid-Securing Declaration is not required (often the case in supply contracts), the paragraph should so state.* [↑](#footnote-ref-27)
27. *The office for Bid Opening may not necessarily be the same as that for inspection or issuance of documents or for Bid Submission. If they differ, each address must appear at the end of paragraph 7 and be numbered; as, for example, (1), (2), (3). The text in the paragraph would then refer to address (1), (2), etc. Only one office and its address may be specified for submission of bids, and this location should be as close as possible to the place where bids will be opened to shorten the time between Bid Submission and Bid Opening.* [↑](#footnote-ref-28)