



European Bank
for Reconstruction and Development

Standard Procurement Document

Procurement of Goods

SINGLE STAGE
SIMPLIFIED OPEN TENDERING PROCEDURE

Trial Edition
September 2019

Standard Procurement Document

Procurement of Works Single Stage Simplified Open Tendering Procedure

User Guide

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PROCUREMENT OF GOODS

SINGLE STAGE SIMPLIFIED OPEN TENDERING PROCEDURE

A. Preface

Procurement under projects financed by the European Bank for Reconstruction and Development (the Bank), is carried out in accordance with procedures laid down in *the Bank's Procurement Policies and Rules*.

This *Standard Procurement Document* has been prepared for the use by the Bank's public sector clients for the procurement of construction works, services or engineering systems in projects financed by the Bank using single open stage tendering procedures. They reflect procedures and practices which have been developed through broad international experience, and comply with the Bank's *Procurement Policies and Rules*.

B. Instructions for use

This Standard Tender Document is intended to be used by Clients in the process of tendering for supply of goods and related services using single stage simplified open tendering procedure.

The term “Client” used in these documents refer to the “Purchaser” of a goods supply contract, which is the terminology of the Bank’s standard procurement documents.

These documents include the following:

- *Invitation for Tenders*
- *Section I: Instruction to Participants*
- *Section II: Data Sheet*
- *Section III: Evaluation Methodology*
- *Section IV: Eligibility and Qualification Criteria*
- *Section V: Forms*
- *Section VI: Requirements*
- *Section VII: Contract Terms and Conditions*

Care should be taken when preparing tender document to ensure that the tender process, evaluation methodology, qualification criteria are clear and explicit, the contract conditions are fair and balanced and that they reflect the needs and characteristics of the specific contract(s) being tendered.

The following directions should be observed when using this Standard Procurement Document:

- The Instructions to Participants should be used without change.
- The Data Sheet should follow the general format of this document but data and criteria specific to the proposed tender must be prepared.
- The forms will require adaptation to a greater or lesser degree to suit the requirements of a specific tender
- The ***italicised notes in boxes*** in the Data Sheet and other parts of the documents are not part of the text. They contain guidance and instructions for the drafter of the specific tender document. They should not be incorporated in tender document.
- The Italicised notes in boxes in the Forms are part of the text. They contain guidance and instructions for the tenderers. They should be left in the tender document, but the tenderers shall be informed that they should not be incorporated in their tenders.
- Where alternative clauses or texts are shown, the drafter should select those that best suit the particular case, and should discard the alternative text that is not used or draft a new text and discard all the alternatives.

C. Invitation for Tenders

The Invitation for Tenders provides information that enables potential tenderers to decide whether to participate.

The Invitation for Tenders must be published after the publication of the General Procurement Notice for the project on the Bank's Procurement Opportunities website (www.ebrd.com).

The Invitation for Tenders shall be advertised on the Client's own procurement website and/or official government procurement portal, where available, or in a newspaper with large circulation in the client's country or in official gazettes or international trade publications, as appropriate. It shall also be sent to potential tenderers that have responded with an expression of interest to the General Procurement Notice. In addition, the notice shall be submitted to the Bank which will publish the notice on the Bank's website (www.ebrd.com) and/or the Bank's e-procurement portal. The Bank shall also arrange for publication in the United Nations Development Business and in the Official Journal of the European Union. In order to facilitate the participation of sub-contractors and suppliers in contracts or the creation of joint ventures and consortia, wherever possible, the Client shall make available to interested parties the list of potential tenderers that have acquired Tender Document, where available.

The above publications are not required in case the tender follows the prequalification procedure. In such a case the Invitation shall be sent to the prequalified tenderers only.

Although the Invitation for Tenders does not form part of the Tender Document, it shall be submitted to the Bank as part thereof for review and no objection. The information in the Invitation for Tenders must be consistent with and reflect the information provided by the Tender Document. Apart from the essential items listed in the Standard Procurement Document the Invitation for Tenders should also indicate any important requirements.

[Country]
[Project Title]

Invitation for Tenders

[Title of contract]

This Invitation for Tenders follows the General Procurement Notice for this project which was published on the EBRD website, *Project Procurement Notices* (<http://www.ebrd.com/pages/workingwithus/procurement/project.shtm>) on **[state the date of publication]**.

Procurement will be carried out in accordance with the EBRD "Procurement Policies and Rules" (PPR), which are published on the Bank's website.

[Name of Client], hereinafter referred to as "the Purchaser" or "the Client", has applied for [has received] a loan from [a grant from **[insert name of the Donor]** via] the European Bank for Reconstruction and Development, hereinafter referred to as "the Bank", and intends using part of the proceeds towards the cost of **[insert name of the Project]**, hereinafter referred to as "the Project".

The Client now invites tenders for the following contract(s), hereinafter referred to as "the Contract", to be funded from part of the above proceeds:

[Provide a concise description of the goods to be supplied under each contract, as may be applicable. State the principal quantities of goods, where appropriate. Provide estimated delivery time, and advise if any contracts are to be performed concurrently or otherwise separately.]

Tenders are invited for one or more lots. Each lot must be priced separately. Tenders for more than one lot may offer discounts and such discounts will be considered in the comparison of tenders.

Delete the above if the tendering process does not involve more than one Contract.

Tendering for contracts to be financed with the above proceeds is open to firms and individuals from any country.

To be qualified for the award of a Contract, tenderers must satisfy the criteria stated in the Tender Document.

The Tender Document, upon request, will be dispatched electronically free of charge or may be downloaded from the internet using the following link: **[insert specific internet link]**.

Tenders must be duly completed and submitted to the Client on or before **[specify time and date of deadline for tender submission]**.

The date for submission of tenders shall be not less than 28 calendar days after the date of publication of the Invitation for Tenders or the availability of the Tender Document, whichever is the latest. A longer period would be appropriate for complex or large contracts and for those requiring a clarification meeting or site visit, or when the tenders shall be submitted in several languages

Interested firms or individuals may obtain further information from the following office:

..... **[Insert name of Contact]**
..... **[Insert name of Client]**
..... **[Insert Address of Client]**
..... **[Insert Tel No.:]**
..... **[Insert email address]**

PUBLIC

STANDARD PROCUREMENT DOCUMENT

SINGLE STAGE

SIMPLIFIED OPEN TENDERING (WORKS)

PROCUREMENT OF:

Issued on:	
Tender No:	
Client:	
Project:	
Country:	

PUBLIC

Tender Document

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Section I: Instructions to Participants (ITP)

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A. General

- 1. Scope of Tender**
- 1.1 The Client indicated in Section II, Data Sheet, hereinafter referred to as “DS”, issues this Tender Document for the procurement of the contract(s) described in Section VI, Requirements, in accordance with the procedures, conditions and contracts terms prescribed in Section VII, Contract Terms and Conditions, hereinafter referred to as “the Contract”, to be implemented under within the framework of the project, specified in the DS, hereinafter referred to as “the Project”.
- The title and identification of the Tender process as well as the number of contracts (lots) and their titles are provided in the DS.
- Procurement will be carried out in accordance with the EBRD’s “Procurement Policies and Rules”, hereinafter referred to as “PPR”, which are published on the Bank’s website. The applicable version of the PPR is specified in the DS.
- 1.2 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in Section VII, Contract Terms and Conditions.
- 1.3 The Client invites eligible tenderers, hereinafter referred to as “Tenderer” or “Participant”, to tender for the Contract.
- 2. Source of Funds and Applicable Procurement Rules**
- 2.1 Unless otherwise stated in the DS, the Borrower/the Grant Recipient (hereinafter called “Borrower” or “Grant Recipient”, as appropriate) indicated in the DS has applied for or received financing (hereinafter called “funds”) from/via the European Bank for Reconstruction and Development (hereinafter called the “Bank”) toward the cost of the Project. The Borrower/the Grant Recipient, if different from the Client, intends to make available to the Client a portion of the funds and/or the Client will use the funds for eligible payments under the Contract for which this Tender Document is issued.
- 2.2 Unless otherwise stated in the DS, payments by the Bank will be made only at the request of the Borrower/the Grant Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower/the Grant Recipient and the Bank (hereinafter called the “Loan Agreement” or “Grant Agreement”, as appropriate) and will be subject in all respects to the terms and conditions of that Loan Agreement/Grant Agreement. No party other than the Borrower/the Grant Recipient shall derive any rights from the Loan Agreement/the Grant Agreement or have any claim to the funds. The proceeds of the Bank’s loan or grant administered by the Bank will not be used for payments to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 3. Prohibited Practices**
- 3.1 The Bank requires that Borrowers/the Grant Recipients (including beneficiaries of Bank’s loans or grants administered by the Bank), as well as Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
- 3.2 The Borrower/the Grant Recipient (including beneficiaries of Bank’s loans or grants administered by the Bank), as well as Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices

with respect to the procurement, award, or execution of the Contract.

- 3.3 The Bank may declare any contract subsequently awarded to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:
- (a) the Borrower/the Grant Recipient (including beneficiaries of Bank's loans or grants administered by the Bank), Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract;
 - (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals;
- 3.4 In accordance with the Enforcement Policy and Procedures, the Bank may enforce debarments from Mutual Enforcement Institutions by declaring entities or individuals ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract.
- 3.5 In contracts financed by the Bank, the Bank requires a provision mandating Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants to permit the Bank or persons appointed by the Bank to inspect the Site and/or to inspect their assets, books, accounts and records relating to the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall require their officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project related complaints made under the Bank's Project Complaint Mechanism.

The Participants, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, and sub-consultants shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract

- 3.6 Prohibited Practices and other terms in this provision, if not defined herein or in Section VII, Contract Terms and Conditions, have the meaning as defined in the Enforcement Policy and Procedures.

The applicable version of the Enforcement Policy and Procedures is specified in the DS.

4. Eligible Participants

- 4.1 A Participant may be a natural person, private entity, government owned entity or any combination of such entities in the form of a Joint Venture, Consortium, or Association joint venture, consortium, or association (JVCA).

In the case of a JVCA:

- (a) the partners of the JVCA are deemed to be jointly and severally liable in respect of their tender;
- (b) the JVCA shall nominate a Representative (the Lead Partner) who shall have the authority to conduct all businesses for and on behalf of any and all the

- partners of the JVCA during the tendering process; and
- (c) the JVCA may not alter its composition and legal status after submitting its tender.

- 4.2 Unless stated otherwise in the DS, subject to the conditions specified in the ITP 4.3 to 4.8 below, a Participant from any country may tender.

A Participant shall be deemed to have the nationality of a country if the Participant is a citizen of, or is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract.

- 4.3 A Participant shall not have a conflict of interest. All Participants found to have a conflict of interest shall be disqualified. A Participant may be considered to have a conflict of interest with one or more parties in this tendering process, if:

- (i) they have controlling partners in common; or
- (ii) they receive or have received any direct or indirect subsidy from any of them; or
- (iii) they have the same legal representative for purposes of this tender; or
- (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Participant, or influence the decisions of the Client regarding this Tender process; or
- (v) a Participant, its affiliates or parent organisation has participated in the feasibility or design stages of the Project. In which case that Participant, its affiliates or parent organisation shall not be eligible to participate in a tender for contracts involving the supply of goods, works or services, including architectural or engineering services, for the Project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender; or
- (vi) a Participant, its affiliates or parent organisation has participated as a consultant in the preparation of Section VI, Requirements, which is the subject of the tender; or
- (vii) a Participant, its affiliates or parent organisation has been hired, or is proposed to be hired, by the Client or the Borrower/the Grant Recipient for the supervision of the Contract.

- 4.4 Notwithstanding the provisions of ITP 4.3 above, a firm or a member of a JVCA may participate in only one tender for the Contract, either individually or as a partner in a JVCA. Submission or participation by a Participant in more than one tender for the Contract will result in the disqualification of all tenders for that Contract in which the party is involved. However, this does not limit the inclusion of the same subcontractors in more than one tender.

A subcontractor is not deemed to be a Participant in the tender.

- 4.5 A Participant shall be disqualified if the Participant is under a declaration of ineligibility by the Bank in accordance with ITP 3, at the date of the deadline for tender submission or thereafter.

- 4.6 No affiliate of the Borrower/the Grant Recipient, or the Client, or of a procurement agent engaged by the Client, shall be eligible to participate in a tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the Borrower/the Grant Recipient, the Client or the Client's agent and affiliate.
- 4.7 Participants shall provide such evidence of their eligibility satisfactory to the Client, as the Client may reasonably request.
- 4.8 Firms or individuals shall be excluded from participation in a procurement process or resulting contract award, if:
- (a) it has been convicted of an intentional crime, or an affiliate of the firm has been convicted of an intentional crime, and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of eligible assessment, and the Bank concludes that the judicial proceedings provided for adequate due process acceptable to the Bank;
 - (b) it is prohibited under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative proceedings with adequate due process acceptable to the Bank;
 - (c) any import of goods from the Participant's country or any payments to persons or entities in that country are prohibited by sanctions imposed by a resolution of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 4.9 In the event that prequalification of potential Participants has been undertaken, only tenders from prequalified Participants will be considered for award of the Contract. A prequalified Participant should submit with its tender any information updating its original prequalification application and confirm in its tender that the other original prequalification information submitted remains essentially correct as of the date of tender submission.

The formation of a joint venture after prequalification as well as any change in a prequalified joint venture shall be subject to the written approval by the Client prior to the deadline for submission of tenders. Such approval may be denied if (i) partners withdraw from a joint venture and the remaining partners do not meet the qualifying requirements; (ii) the level of participation by partners or the structure of the joint venture is substantially changed; (iii) the new joint venture is not qualified; (iv) in the opinion of the Client, a substantial reduction in competition may result; or (v) request for a change in the status of the prequalified Participant is received by the Client after the date, stated in the DS.

The Client shall use its best efforts to notify any changes in the list of prequalified Participants as soon as it would be possible and in any case prior to the tender opening.

- 5. Cost of participation in Tendering**
- 5.1 The Participant shall bear all costs associated with the preparation and submission of its tender, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.
- 6. Language of Tender**
- 6.1 The tenders, as well as all correspondence and documents relating to the Tender exchanged by the Participant and the Client, shall be written in the language specified in the DS.

Supporting documents and printed literature that are part of the tender may be in

another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the tender, such translation shall govern.

B. Contents of Tender Document

- | | |
|--|---|
| 7. Sections of Tender Document | <p>7.1 The Tender Document consist of the Sections detailing the Tendering Procedures indicated below, and should be read in conjunction with any amendments or addenda issued in accordance with ITP 9.</p> <ul style="list-style-type: none"> ▪ Section I: Instructions to Participants ▪ Section II: Data Sheet ▪ Section III: Evaluation Methodology ▪ Section IV: Eligibility and Qualification Criteria ▪ Section V: Forms ▪ Section VI: Requirements ▪ Section VII: Contract Terms and Conditions <p>7.2 The Invitation for Tenders issued by the Client is not part of the Tender Document.</p> <p>7.3 A Participant shall obtain the Tender Document from the source stated by the Client in the Invitation for Tenders; otherwise the Client is not responsible for the completeness of the Tender Document.</p> <p>7.4 The Participant is expected to examine all instructions, forms, terms and conditions of the Contract, the Requirements and other information in the Tender Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.</p> |
| 8. Clarification of Tender Document, Site Visit, Pre-Tender Meeting | <p>8.1 The Participant requiring any clarification of the Tender Document shall contact the Client in writing, as described in the DS, or raise his enquiries during the clarification meeting if provided for in accordance with ITP 8.4.</p> <p>The Client will respond to any request for clarification, provided that such request is received not later than the number of calendar days, specified in the DS, prior to the deadline for submission of tenders. The Client's response shall be in writing with copies to all Participants who have acquired the Tender Document in accordance with ITP 7.3, including a description of the inquiry but without identifying its source. Should the Client deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so following the procedure described under ITP 9.</p> <p>8.2 Where applicable, a Participant may visit and examine the Site and obtain for itself, on its own responsibility, all information that may be necessary for preparing the tender and entering into the Contract. The costs of visiting the site shall be at the Participant's own expense.</p> <p>8.3 Where the Participant and any of its personnel or agents have been granted permission by the Client to enter upon its premises and lands for the purpose of such visit, the Participant, its personnel, and agents will release and indemnify the Client and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.</p> <p>8.4 The Participant's designated representative is invited to attend a clarification meeting, if provided for in the DS. The purpose of the meeting will be to clarify</p> |

issues and to answer questions on any matter that may be raised at that stage.

If so provided in the DS, the Client will organise a site visit.

8.5 A Participant is requested, as far as possible, to submit any questions in writing, to reach the Client not later than one week before the meeting.

8.6 Minutes of the clarification meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Participants who have acquired the Tender Document in accordance with ITP 7.3.

Any modification to the Tender Document that may become necessary as a result of the clarification meeting shall be made by the Client exclusively through the issue of an amendment pursuant to ITP 9 and not through the minutes of the clarification meeting.

8.7 Non-attendance at the clarification meeting will not be a cause for disqualification of a Participant.

**9. Amendment of
Tender
Document**

9.1 At any time prior to the deadline for submission of Tenders, the Client may amend the Tender Document by issuing an amendment.

9.2 Any amendment issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from the Client in accordance with ITP 7.3.

9.3 To give Participants reasonable time in which to take an amendment into account in preparing their Tenders, the Client at its discretion, extend the deadline for the submission of Tenders.

C. Preparation of Tenders

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| 10. Documents Comprising the Tender | <p>10.1 The Tender shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Tender with the Covenant of Integrity attached thereto, (b) the Appendix to Tender, if appropriate; (c) duly authorised power of attorney, indicating that the person(s) signing the tender have the authority to sign it; (d) company charter(s) and registration (incorporation) documents; (e) completed forms, furnished as per Section V, Forms; (f) completed forms and documentary evidence establishing the Participant's eligibility and qualification, furnished as per Section IV, Eligibility and Qualification Criteria; (g) in the case of a tender submitted by a JVCA, the JVCA agreement; (h) the tender security; (i) the technical proposal, as required in the DS; (j) the Price Schedules; (k) contract cash flow forecast, as required in the DS; and (l) any other documents and the additional information, if so required in the DS. |
| 11. Letter of Tender | <p>11.1 The Participant shall submit the Letter of Tender, which comply with the requirements of the Tender Document, using the forms furnished in Section V, Forms. These forms must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> |
| 12. Alternative Tenders | <p>12.1 Unless otherwise indicated in the DS, alternative proposals or alternative times for completion shall not be considered.</p> <p style="padding-left: 40px;">If alternative proposals or alternative times for completion are permitted their method of evaluation shall be as stipulated in Section III, Evaluation Methodology.</p> |
| 13. Tender Prices and Discounts | <p>13.1 Tender prices quoted by the Participant in the Letter of Tender shall be for the entire scope of the Contract and conform to the requirements specified in the DS.</p> <p>13.2 The Participant shall fill in rates and prices for all items of the Price Schedules. Items against which no rate or price is entered by the Participant will not be paid for by the Client and shall be deemed covered by the rates for other items and prices in the Price Schedules.</p> <p>13.3 In the Letter of Tender the Participant shall quote any discounts and the methodology for their application.</p> |
| 14. Currencies of Tender | <p>14.1 The currency(ies) of the Tender shall be as specified in the DS.</p> |
| 15. Documents Establishing the Qualifications of the Participant | <p>15.2 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation Methodology and Section IV, Eligibility and Qualification Criteria, the Participant shall provide the information requested in Section V, Forms.</p> |
| 16. Period of | <p>16.1 Tenders shall remain valid for the period specified in the DS after the Tender</p> |

Validity of Tenders

submission deadline date prescribed by the Client. A Tender valid for a shorter period shall be rejected by the Client as non-responsive.

16.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Client may request Participants to extend the period of validity of their tenders. The request and the responses shall be made in writing. A Participant may refuse the request without forfeiting its tender security. A Participant granting the request shall not be required or permitted to modify its tender, except as provided in ITP 16.3.

If a tender security is requested in accordance with ITP 17, the Participant agreeing to the request shall also extend validity of the tender security for at least twenty-eight (28) calendar days beyond the validity of the tender.

16.3 In the case of fixed price contracts, if the period of tender validity is extended, the tender price of the successful Participant shall be adjusted up to the date of the contract award, as specified in the request for extension, to arrive at the Contract price. Tenders evaluation shall be based on the Tender Price without taking into consideration the above adjustment.

17. Tender Security

17.1 If so required in the DS, the Participant shall furnish with its Tender, the original of a tender security, based on the form included in Section V, Forms, or in another substantially similar form approved by the Client prior to Tender submission. In either case, the form must include the complete name of the Participant.

17.2 The tender security amount and currency shall be as specified in the DS.

17.3 The tender security shall be a demand guarantee in any of the following forms at the Participant's option:

- (a) an unconditional guarantee issued by a bank; or
- (b) an irrevocable letter of credit; or
- (c) a cashier's or certified check;

The tender security shall be issued by a reputable bank. The issuing bank shall have the minimum credit rating stated in the DS.

17.4 The tender security shall be valid for twenty-eight (28) calendar days beyond the validity of the Tender.

17.5 If a tender security is required pursuant to ITP 17.1, any tender not accompanied by a substantially responsive tender security shall be rejected by the Client as non-responsive.

17.6 If a tender security is required pursuant to ITP 17.1, the tender security of unsuccessful Participants shall be returned to them as promptly as possible and in any case (a) immediately after expiration of the validity of their tenders, or (b) once the successful Participant has signed the Contract and furnished the performance security, required under the Contract; whichever is the earlier.

17.7 The tender security of the successful Participant shall be returned as promptly as possible once the successful Participant has signed the Contract and furnished the performance security, required under the Contract.

- 17.8 The tender security may be forfeited:
- (a) if a Participant withdraws its tender during the period of Tender validity specified by the Participant in the Letter of Tender or
 - (b) if the successful Participant fails to:
 - (i) sign the Contract in accordance with ITP 36; or
 - (ii) furnish the performance security, required under the Contract; or
 - (iii) accept the correction of arithmetical errors of the tender in accordance with ITP 30.

- 17.9 The tender security of a JVCA shall normally be in the name of the JVCA that submits the Tender.

The tender security of a JVCA can be in the name of a partner of the JVCA on condition that the tender security clearly specifies the names of all partners of the JVCA and states that the security is submitted for and on behalf of the JVCA.

18. Format and Signing of Tender

- 18.1 The Participant shall prepare one original of the documents comprising the Tender as described in ITP 10.

If required in the DS, in addition, the Participant shall submit copies of the Tender, in the number specified in the DS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

- 18.2 The original and all copies of the Tender, where appropriate, shall be made in writing and shall be signed by a person duly authorised to sign on behalf of the Participant. This authorisation shall be in a form of a power of attorney, pursuant to ITP 10.1.

- 18.3 A tender submitted by a JVCA shall comply with the requirements:
- (a) shall be signed so as to be legally binding on all partners; and
 - (b) include the Representative's authorisation referred to in ITP 4.1 (b), consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.

- 18.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the tender

D. Submission and Opening of Tenders

- 19. Submission of Tenders** 19.1 Participants shall submit their tenders, as specified in the DS.
- 20. Withdrawal, and Modification of Tenders** 20.1 At any time prior to the deadline of submission of tenders, stated in ITP 21.1, a Participant may withdraw or modify its tender after it has been submitted, following the process specified in the DS.
- 21. Deadline for Submission of Tenders** 21.1 Tenders shall be received by the Client at the address, and no later than the date and time, indicated in the DS.
- 21.2 The Client may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Document in accordance with ITP 9, in which case all rights and obligations of the Client and Participants previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 22. Late Tenders** 22.1 The Client shall not consider any Tender that arrives after the deadline for submission of Tenders.
- 23. Tender Opening** 23.1 The Client shall conduct the Tender Opening, as described in the DS.
- 23.2 The Client shall prepare a record of the Tender Opening that shall include, as a minimum: the name of the Participants, the tender prices, including discounts and prices for alternatives, if any, the presence (or absence) of tender security, if required pursuant to ITP 17, whether there are any reservations, or withdrawals, or modifications, including details of such modifications, as well as any other information, as the Client may consider necessary.
- A copy of the record shall be distributed to all Participants, who submitted Tenders and posted online, when electronic Tendering is used.
- 23.3 Tenders, modifications, discounts and alternatives, which are not mentioned in the record of the Tender Opening shall not be considered for evaluation irrespective of circumstances.

E. Examination and Evaluation of Tenders

- 24. Confidentiality**
- 24.1 Information relating to the evaluation of Tenders shall not be disclosed to Participants or any other persons not officially concerned with such process until information on Contract award is communicated to the Participants.
- 24.2 Any attempt by a Participant to influence the Client in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 24.3 Notwithstanding the above, from the time of Tender opening to the time of Contract award, if any Participant wishes to contact the Client on any matter related to the tendering process, it should do so in writing.
- 25. Clarification of Tenders**
- 25.1 To assist in the examination, evaluation, and comparison of the Tenders and qualification of the Participants, the Client may, at its discretion, ask any Participant for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a Participant that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Tenders, in accordance with ITP 30.
- 25.2 If a Participant does not provide clarifications of its Tender by the date and time set in the Client's request for clarification, its Tender may be rejected.
- 26. Determination of Responsiveness**
- 26.1 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission as defined below:
- (a) "Deviation" is a departure from the requirements specified in the Tender Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- A material Deviation, Reservation, or Omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section VI, Requirements; or
 - (ii) limit in any substantial way, inconsistent with the Tender Document, the Client's rights or the Participant's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Participants presenting substantially responsive Tenders.
- 26.2 The Client shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section VI, Requirements, and Section VII, Contract Terms and Conditions, have been met without any material Deviation, Reservation, or Omission.
- 26.3 The Client shall use the criteria and methodology specified in Section III, Evaluation

Methodology. No other evaluation criteria or methodologies shall be permitted.

- 27. Evaluation of Tenders**
- 27.1 The Client's evaluation of a Tender shall be based on the content of the Tender itself, as defined in ITP 10 and ITP 12, and clarifications thereof.
- 27.2 If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Client and may not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.
- 28. Nonmaterial Nonconformities**
- 28.1 Provided that a Tender is substantially responsive, the Client may waive any quantifiable nonconformities in the Tender that do not constitute material Deviations, Reservations or Omissions.
- The cost of all quantifiable deviations or omissions shall be added to the tender price in question. A reasonable estimate of the cost will be made by the Client, taking into consideration the corresponding tender prices of other responsive Participants, or other appropriate market prices. Such costs will be at the Client's sole discretion. A Participant will not be requested or permitted to offer a price adjustment for rectifying such deviations or omissions.
- Deviations and other factors that are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Client shall not be taken into account in tenders evaluation.
- 28.2 Provided that a Tender is substantially responsive, the Client may request the Participant to submit any necessary missing information or documentation, within a reasonable period of time, to rectify nonmaterial omissions in the Tender. Requested information or documentation on such omissions shall not be related to any aspect of the price of the Tender.
- Failure of the Participant to comply with the request may result in the rejection of its Tender.
- 29. Evaluation Methodology**
- 29.1 The Client shall use the criteria and methodologies indicated in Section III, Evaluation Methodology. No other evaluation criteria or methodologies shall be permitted.
- 30. Correction of Arithmetical Errors**
- 30.1 Provided that the Tender is substantially responsive, the Client shall correct arithmetical errors on the following basis:
- (a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
 - (b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected accordingly;
 - (c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.2 If a Participant does not accept the correction of errors, its Tender shall be declared non-responsive and rejected and its tender security may be forfeited.

- 31. Conversion to Single Currency** 31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency, as specified in Section III, Evaluation Methodology.
- 32. Tender Adjustments** 32.1 For the evaluation and comparison purposes the Client shall adjust the Tender prices using the methodology specified in Section III, Evaluation Methodology.
- 33. Qualification of the Participant**
- 33.1 The Client shall determine to its satisfaction whether the Participant that is selected as having submitted the most economically advantageous and substantially responsive Tender meets the qualifying criteria specified in Section IV, Eligibility and Qualification Criteria.
- 33.2 The determination shall be based upon an examination of the documentary evidence of the Participant's qualifications submitted by the Participant, pursuant to ITP 15.
- 33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Participant. A negative determination shall result in disqualification of the Tender, in which event the Client shall proceed to the next most economically advantageous Tender (as was determined pursuant to the methodology, specified in Section III, Evaluation Methodology) to make a similar determination of that Participant's qualifications to perform the Contract satisfactorily.
- 33.4 Notwithstanding the provisions of ITP 33.3, the Client reserves the right to waive any minor deviations from the qualifying criteria specified in Section IV, Eligibility and Qualification Criteria that do not materially affect the capability of the Participant to perform the Contract.
- 34. Client's Right to Accept Any Tender, and to Reject Any or All Tenders** 34.1 The Client reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Participants. In case of annulment, all Tenders submitted and especially, Tender securities, shall be promptly returned to the Participants.

F. Award of contract

- 35. Award Criteria** 35.1 The Client shall award the Contract to the Participant whose Tender is substantially responsive to the requirements of the Tender Document and has been determined to be the most economically advantageous (as was determined pursuant to the methodology, specified in Section III, Evaluation Methodology), provided further that the Participant is determined to be qualified to perform the Contract satisfactorily.
- 36. Notification of Award**
- 36.1 Prior to the expiration of the period of Tender validity, the Client shall notify the successful Participant, in writing, that its Tender has been accepted. This notification of award shall be issued in the form of the Letter of Acceptance, included in Section VII, Contract Terms and Conditions.
- 36.2 Within seven (7) calendar days of the Participant's receipt of the notification of award, the Participant shall acknowledge it to the Client in writing. The Participant shall enclose to the acknowledgment the details of the bank account(s) to be used for the purpose of receiving payments due under the Contract. Such details shall be provided in the format required in the Letter of Acceptance.
- 36.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 36.4 On the same date as notifying the successful Participant, the Client shall also notify all other Participants of the results of the Tendering, stating the Tender and the resulting Contract title, and providing the following information: (i) name of each Participant, who submitted a tender; (ii) their tender prices as read out at Tender opening; (iii) respective evaluated prices of each tender; (iv) names of Participants whose tenders were rejected; and (v) the name of the winning Participant, and the contract price, as well as the duration and the title of the contract awarded.
- At the same time, the Client shall send the above information for publication on the Bank's website.
- 36.5 In addition to the above information, the Client shall provide each unsuccessful Participant individually with the particulars of the calculation of their respective evaluated tender price, or the detailed reasons for the rejection of their respective tender, as appropriate.
- After receipt of the above notification, an unsuccessful Participant may request, in writing, the Client for a debriefing seeking further explanations on the grounds on which his tender was not selected. Upon receiving such a request, the Client shall promptly, and, in any case within two weeks, arrange a debriefing.
- 37. Signing of Contract Agreement**
- 37.1 Pursuant to ITP 36, and promptly upon receipt of the winning Participant's acknowledgement of the notification of award and the bank account details, the Client shall sign the Contract Agreement and send the successful Participant the complete Contract.
- 37.2 Within fourteen (14) calendar days of receipt of the Contract, the successful Participant shall sign, date, and return it to the Client.
- 37.3 Upon signing the Contract, the successful Participant shall provide the Performance Security, as per the Contract Terms and Conditions.

G. Complaints

38. Complaint Procedure

38.1 In the event that any Participant wishes to submit a formal complaint with regard to any aspect of the procurement process, the Participant shall follow the procedures, which can be found at the following link: <https://www.ebrd.com/work-with-us/procurement/project-procurement-complaints.html>

Section II: Data Sheet (DS)

Section II, Data Sheet, provides the specific information in relation to corresponding paragraphs in Section I, Instructions to Participants, and must be prepared by the Client for each specific procurement.

The Client should specify in the Data Sheet information and requirements specific to the circumstances of the Client, the procurement process, the applicable rules regarding the evaluation of tenders and qualification of the Participants that will apply to the tenders.

In preparing Section II, Data Sheet, the following aspects should be verified:

- (a) information that specifies and complements provisions of Section I, Instructions to Participants, must be incorporated;*
- (b) amendments and/or supplements, if any, to provisions of Section I, Instructions to Participants, as necessitated by the circumstances of the specific procurement, must also be incorporated*

Where tenders are being invited for a number of contracts, suitable wording should be introduced, to allow Participants to apply for individual contracts or groups of contracts.

Boxed guidance notes and provisions in italics font are illustrative provisions containing instructions and guidance which the drafter should follow. They are not part of the text, and should not be included in the final Tender Document.

All reference numbers provided in this Section shall be construed as reference numbers in Section I, Instructions to Participants.

Provisions entitled "EXAMPLE" in this Section are optional and may be revised, supplemented and included in the final Tender Document at the Client's discretion.

A. General

ITP 1 Scope of Tender

ITP 1.1 The Client is: *[specify the name of the Client]*

The Project is: *[specify the name of the Project]*

The title of the Tender process is: *[insert complete title]*

The identification number of the Tender process is: *[insert identification number]*

The number of contracts (lots) and titles of contracts, for which the Tender Document are issued: *[insert the number of contracts and list their titles]*

The applicable version of the PPR is *[insert the edition of the applicable PPR]*

The estimated cost of the contract should not be disclosed in the Data Sheet

ITP 2 Source of Funds

ITP 2.1 The Borrower: *[specify the name of the Borrower]*, as appropriate

The Grant Recipient is: *[specify the name of the Grant Recipient]*, as appropriate

[If necessary, provide additional information regarding the source or form of funds, the relationships between the Borrower and the Client or the Beneficiary of the funds]

ITP 2.2 *[If necessary, provide information regarding the payment arrangements, if different from the ones described elsewhere in the document]*

ITP 3 Prohibited Practices

ITP 3.6 The applicable version of the EPP is *[insert the edition of the applicable EPP]*

ITP 4 Eligible Participants

ITP 4.2 *[Provide specific information, if there are any eligibility restrictions]*

ITP 4.9 Request for a change in the status of the prequalified Participant shall be received by the Client not later fourteen (14) days prior to the deadline for tender submission.

ITP 6 Language of Tender

Unless otherwise agreed with the Bank, procurement documentation, including all published procurement notices, shall be prepared and issued by the Client in one of the Bank's working languages. In the interest of broad competition as well as economy and efficiency, the Client may

prepare further sets, or parts, of the Tender Documentation in the local language, in order to assist local firms in tendering.

All documents required by the Bank for review and notification purposes shall be submitted to the Bank in English. In the event of a procurement complaint, the Bank may also require certified English translations of the relevant documents. The Bank will determine on the basis of such English language documentation whether procurement has been carried out in accordance with procedures.

ITP 6.1 The language of the Tender is: *[insert language]*

B. Contents of Tender Document

ITP 8 Clarification of Tender Document, Site Visit, Pre-tender meeting

ITP 8.1 For clarification purposes only, the Client's contact details are:

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]*

Postal Code: *[insert postal code, if applicable]*

Country: *[insert name of country]*

Alternatively, the requests for clarifications may be sent to the Client's address below:

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

Clients, wishing to use e-tendering, shall provide a description of the electronic clarification procedure.

ITP 8.1 All requests for clarifications shall be sent to the Client as follows:

[describe the electronic clarification procedure]

ITP 8.1 Requests for clarification shall be received by the Client no later than *[insert number of calendar days]*, prior to the deadline for submission of tenders

The deadline for clarification requests would normally be set at a date no later than 14 calendar days prior to the deadline for submission of tenders.

ITP 8.4 A clarification meeting *[insert "will" or "will not"]* take place.

[If applicable]

The clarification meeting will take place in

Place: *[insert place, if applicable]*

on the following date:

Date: *[insert date, if applicable]*

Time: *[insert time, if applicable]*

A site visit conducted by the Client *[insert "will" or "will not"]* be organised.

[If applicable]

The site visit will take place in

Place: *[insert place, if applicable]*

on the following date:

Date: *[insert date, if applicable]*

Time: *[insert time, if applicable]*

Clarification meeting and site visit, if any, should normally take place at least 28 calendar days prior to the deadline for tender submission and in any case prior to the deadline for clarification requests specified in ITP 8.1 above.

Clients are recommended to arrange site visit, if any, prior to holding the clarification meeting.

C. Preparation of Tenders

ITP 10 Documents Comprising the Tender

ITP 10.1 The Participant's technical proposal shall include the following:

- (i) Completed Technical Specifications, including the essential technical and performance characteristics of the Goods;
- (ii) a detailed description of the Related Services;
- (iii) a description of arrangements for the maintenance, repair and spare parts stocking obligations, as per Section VI, Requirements, and Section VII, Contract Terms and Conditions;
- (iv) Statement of Compliance, including paragraph-by-paragraph commentary on Section VI, Requirements, demonstrating substantial responsiveness of the Goods and the Related services to those specifications or a statement of deviations and exceptions to the requirements; and
- (v) the delivery schedule;

[List further additional information, as appropriate]

ITP 10.1 A Participant shall provide the Contract cash flow forecast based on ***[monthly]*** intervals, corresponding to the proposed delivery schedule.

ITP 10.1 A Participant shall also provide the following information with the Tender:

- (i) licences (permissions) for the following related activities:
[list specific activities which by law are subject to licensing/permission by authorities which are necessary for implementing the Contract]
- (ii) information on debarment resulting from contracts completed or under execution by the Participant for the period, stated in the methodology and relevant criteria, specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;
- (iii) annual financial statements, supported by audit statements or tax returns/acceptance by the tax authorities for the period, stated in the methodology and relevant criteria, specified in Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria;
- (iv) If a Participant refers to the experience and capability of the parent company in order to meet the qualification requirements, the Participant shall also provide:
 - (a) the parents company guarantee; and
 - (b) written confirmation authorising the signatory of the parents company guarantee.

[List further additional information, as appropriate]

In the event that prequalification of potential tenderers has been undertaken the above list shall be appropriate modified

ITP 12 Alternative Tenders

ITP 12.1 Alternative Tenders ***[insert "shall" or "shall not"]*** be permitted.

[if permitted]

Alternative technical solutions are permitted for the following: ***[specify]***

Alternative solutions shall meet the design performance requirements and ensure that the Goods will be fit for the originally intended purpose.

If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation Methodology.

Alternative Times for Completion *[insert “are” or “are not”]* permitted.

In the event that alternative times for completion are permitted, the Client shall specify the method for evaluating different times for completion in Section III, Evaluation Methodology.

ITP 13 Tender Prices and Discounts

Price adjustment shall be considered for contracts, which provide for the delivery period exceeding 18 months.

ITP 13.1 The prices quoted by the Participant shall be: *[insert either “fixed during the performance of the Contract”, or “subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract”]*

The Participant shall quote prices as required in the Price Schedules included in Section V, Forms.

The Participant shall indicate on the Price Schedule the unit price and total Tender price of the Goods and the Related services it proposes to supply under the contract.

Prices indicated on the Price Schedule shall be entered separately in the following manner:

The price of the Goods shall be quoted on the basis of *[insert the INCOTERMS delivery terms and the final destination]*.

If use of INCOTREMS is not customary or otherwise inappropriate for use for domestic supplies, provide the delivery basis and the final destination] for the Goods to be supplied from within the Purchaser’s country

The price of the Related Services shall be quoted inclusive of all taxes, duties and levies and charges payable in the Purchaser’s country.

Modify the wording above if any taxes or duties, shall not be included in the Tender Price.

ITP 14 Currency(ies) of the Tender

ITP 14.1 The prices shall be quoted by the Participant entirely in *[specify the currency of the tender]*.

Modify the wording above if the tender price may be quoted in any [specific] currencies.

ITP 16 Period of Validity of Tenders

- ITP 16.1 ***Insert the number of days deemed appropriate. The period should be minimal, but at the same time sufficient to permit completion of evaluation and comparison of tenders, review of the evaluation report by the Bank , as required, obtaining of all necessary approvals and send the notification of award.***
- Typically, the validity period should be 60 to 90 days. A realistic period should be specified in order to avoid the need for extensions.***

The tender validity period shall be: ***[insert the number of days]*** calendar days from the date of tender opening.

ITP 17 Tender Security

- ITP 17.1 ***Insert the amount deemed appropriate. The amount shall be expressed as a fixed amount. Tender security shall be normally in the range of 1-3 percent of the estimated contract price.***

A tender security ***[insert "is" or "is not"]*** required.

[If a tender security is required]

The tender security shall be equivalent of ***[insert amount in figures and words and currency]***.

The issuing bank of the tender security shall have a minimum credit rating of: ***[insert details of minimum credit rating or delete this provision]***

- ITP 17.2 ***[If a tender security is required]***

The tender security amount and currency shall be ***[insert amount in figures and words and currency]***, or its equivalent in a freely convertible currency.

[If a tender security is not required, state "N/A"]

- ITP 17.3 The issuing bank of the tender security shall have a minimum credit rating of: ***[insert details of minimum credit rating]***

[If a tender security is not required, state "N/A"]

ITP 18 Format and Signing of Tender

- ITP 18.1 In addition to the original version of the tender, the number of copies required is: ***[insert number of copies]***.

D. Submission of tenders

ITP 19 Submission of Tenders

ITP 19.1 Procedures for submission, sealing and marking are as follows:

The Participant submitting tender by mail or by hand shall enclose the original and copies of the tenders in separate sealed envelopes. The envelopes shall be duly marked as "ORIGINAL" and "COPY". These envelopes shall then be enclosed in one single package and sealed;

The inner and outer envelopes shall:

- (a) bear the name and address of the Participant;
- (b) be addressed to the Client, as per ITP 21.1;
- (c) bear the specific identification of this Tendering process; and
- (d) bear a warning not to open before the time and date for Tender Opening.

If envelopes and packages are not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the tender.

Where electronic submission is used, details of the electronic submission shall be provided and the above provisions relating to hard copy submission shall be deleted.

ITP 19.1 Participants submitting their tenders electronically shall follow the procedure below: *[describe the electronic tender submission]* .

ITP 20 Withdrawal and Modification of Tenders

ITP 20.1 A Participant may withdraw or modify its tender after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation. The corresponding modification of the Tender shall be enclosed to the respective written notice. All notices must be prepared and submitted in accordance with ITP 19 with a number of copies, as per ITP 18, and in addition, the respective envelopes shall be clearly marked "Withdrawal," or "Modification".

Tenders requested to be withdrawn shall be returned to the Participants as soon as practicable.

Clients, wishing to use e-Tendering, shall provide a description of the electronic withdrawal/modification procedures.

ITP 20.1 Participants submitting their tenders electronically shall follow the withdrawal/modification procedure as follows: *[describe the electronic withdrawal/modification procedure]*

ITP 21 Deadline for Submission of Tenders

ITP 21.1 For tender submission purposes the Client's address is:

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]*

Postal Code: *[insert postal code]*

Country: *[insert name of country]*

The deadline for Tender submission is:

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

Time: *[insert the time and time zone]*

Clients, wishing to use e-tendering, shall provide a description of the electronic tender submission procedures.

ITP 21.1 Participants submitting their tenders electronically shall follow the submission procedure as follows:
[describe the electronic tender submission]

ITP 21.1 The deadline for tender submission is:

Date: *[insert the date]*

Time: *[insert the time]*

ITP 23 **Tender Opening**

The date of the Tender Opening shall be the same as for the deadline for tender submission specified under ITP 21.1 above.

The time specified for Tender Opening should normally be the same as for the deadline for tender submission or promptly thereafter.

ITP 23.1 The Client shall conduct the Tender Opening at

Date: *[insert the date]*

Time: *[insert the time]*

in the presence of Participants' designated representatives, who chooses to attend, and at the address specified below:

The Tender Opening shall take place at:

Street Address: *[insert street address and number]*

Floor/Room number: *[insert floor and room number, if applicable]*

City: *[insert name of city or town]*

Postal Code: *[insert postal code]*

Country: *[insert name of country]*

First, submissions marked "Withdrawal" shall be read out and the corresponding tenders shall not be opened, but returned to the Participants. No tender withdrawal shall be considered unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal.

Next, submissions marked "Modification" shall be opened and read out with the corresponding tender. No tender modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification.

The Client shall open all other tenders one at a time and read out: the name of the Participants, the tender prices, including discounts and prices for alternatives, if any, the presence (or absence) of tender security, if required pursuant to ITP 17, whether there are any reservations, or withdrawals, or modifications, including details of such modifications, as well as any other information, as the Client may consider necessary.

No tenders shall be rejected at the Tender Opening, except for late tenders, which shall be returned unopened to the Participant.

Clients, wishing to use e-Tendering, shall provide a description of the electronic tender opening procedure.

The Client will apply the following procedure for the Tender Opening:

[describe the electronic tender opening procedure]

Section III: Evaluation Methodology

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A. Tender Evaluation Methodology

Preliminary Examination

Tenders will be examined to check that all documents required by the Tender Document have been submitted and are included in the individual tenders.

Where appropriate, subject to the provisions of ITP 28, the Client may request a Participant to submit any necessary missing information or documentation, within a reasonable period of time.

Tenders that are not substantially responsive to the requirements of the Tender Document shall not be considered further and will be deemed to be rejected.

Correction of Arithmetical Errors

The Client shall check the arithmetic and correct any arithmetical errors of the tenders, which passed the detailed examination and shall correct any errors in accordance with the provision of ITP 30.

Discounts

The Client will adjust the tender price, using the methodology prescribed by the Participant in their Letters of Tender.

In the event of any ambiguity in the Participant's methodology, the benefit of the doubt shall be given to the Client. If a Participant does not accept the Client's determination, its tender shall be declared non-responsive and its tender security may be forfeited.

Conversion to a Single Currency

For evaluation and comparison purposes, the Client shall convert the corrected tender prices to a single currency **[state currency]** at the selling rates established by the **[state the bank, relevant to the currency]** on the date of the Tender Opening **[or 28 calendar days prior to the Tender Opening date]**.

Adjustment for Further Evaluation Factors

Moreover, the Client shall apply further adjustments to calculate the evaluated tender price:

EXAMPLE:

The Client requires the Goods covered under this Tender Document to be supplied within the Time for Delivery specified in the Contract.

[Participants offering deliveries beyond this time will be rejected as non-responsive. Equally, no benefits will be given for early delivery]

or

[For evaluation purposes an adjustment will be calculated for each Participant offering completion of the deliveries beyond the Time for Delivery (the base) stated in the Contract at (____) percent of the corrected tender price, exclusive of the contingencies, for each day of delay beyond the base and such adjustment will be added to the corrected tender price, up to a maximum of (____) percent. Similarly, for early deliveries (____) percent of the corrected tender price, exclusive of the contingencies, will be deducted from the corrected tender price for each day of early delivery prior to the base, up to a maximum of (____) percent]

The above adjustment rate for the evaluation shall correlate with the rate of delay damages for later deliveries specified in the Contract.

The adjustment can be made either as a percentage of the tender price or a fixed amount, denominated in the currency used for the comparison of tenders.

If additional evaluation factors are used, such as Performance and Productivity of the Goods, they shall be described in necessary details below.

EXAMPLE:***[Performance and Productivity of the Equipment:***

Participants shall state the guaranteed performance or efficiency in response to the Requirements.

For each drop in the performance or efficiency below the Requirement, an adjustment of (_____) will be added to the tender price for evaluation purposes, similarly better performance of the Goods will lead to deduction of the tender price for evaluation purposes, using the following methodology: [specify methodology]

Determination of the Evaluated Tender Price

The Client will determine for each tender the evaluated tender price by adjusting the tender price as follows:

- (i) Making any correction for arithmetical errors;
- (ii) Adjusting for the contingencies;
- (iii) Applying the discounts offered, if any, by Participants;
- (iv) Converting, if applicable, into the common evaluation currency;
- (v) Adding the cost of quantifiable non-material deviations and omissions;
- (vi) Adjusting for savings of alternative technical proposals, if permitted;
- (vii) Adjusting for alternative time for completion, as appropriate if permitted;
- (viii) Adjusting by applying further evaluation factors.

Ranking

Following the above steps, the Client shall rank the tenders in terms of the evaluated tender price.

The most economically advantageous tender is the tender, which has the ***[lowest]*** evaluated tender price.

Detailed Evaluation

The Client shall subject the most economically advantageous tender only to a detailed evaluation in respect of the requirements of Section VI, Requirements, and Section VII, Contract Terms and Conditions, based on the information submitted pursuant to the requirements of ITP 10.1 and ITP 12.1.

In the event that the most economically advantageous tender is determined to be substantially responsive in accordance with the provisions of ITP 26 and its ranking has not changed upon applying the adjustments in accordance with the provisions of ITP 28, the Client shall establish whether the Participant is qualified to perform the Contract in accordance with the provisions of ITP 33.

In the event that

- (a) the most economically advantageous tender is determined to be substantially non-responsive to the requirements of the Tender Document in accordance with ITP 26, the tender shall be rejected; or
- (b) the Participant that has submitted the most economically advantageous tender is not determined to be qualified to perform the contract in accordance with ITP 33, the tender shall be rejected; or
- (c) if after applying the adjustments in accordance with the provisions of ITP 28 the ranking of the most economically advantageous tender has changed;

the Client shall reassess the ranking of all tenders and then proceed in accordance with detailed evaluation, as described above.

Verification of Qualification

The Client shall determine to its satisfaction whether the Participant that is selected as having submitted the most economically advantageous and substantially responsive Tender meets the eligibility and qualification criteria and requirements, specified in Section IV, Eligibility and Qualification Criteria, as per the methodology, defined in Part B of Section III, Evaluation Methodology.

The determination shall be based upon an examination of the documentary evidence of the Participant's qualifications submitted by the Participant pursuant to the requirements of ITP 10.1.

An affirmative determination shall be a prerequisite for award of the Contract to the Participant. A negative determination shall result in disqualification of the Tender, in which event the Client shall proceed to the next most economically advantageous and substantially responsive Tender to make a similar determination of that Participant's qualifications to perform the Contract satisfactorily.

Award of Contract

The Client shall award the contract to the qualified Participant submitting the most economically advantageous tender, substantially responsive to the requirements of the Tender Document.

This provision is to be used where tenders are invited for a number of contracts/lots and Participants have been invited to offer discounts for the award of more than one Contract.

The Client will award the Contracts to the Participants, whose tenders have been determined to be substantially responsive and the combination of these evaluated tender prices provides for the most economically advantageous price cumulatively, provided further that the Participants are determined to be qualified to perform the Contracts satisfactorily.

B. Qualification Requirements

To be qualified for the Contract award, a Participant must demonstrate to the Client that it substantially meets all eligibility criteria, defined in ITP 4, as well as the qualification criteria specified in Section IV, Eligibility and Qualification Criteria, and defined below:

When the tender refers to more than one contract and the goods supply are to be tendered on a 'slice and package' basis, specific criteria should be established for every lot, any combination of lots, and for the whole package.

EXAMPLE:

Financial Situation

The financial information shall be provided for the time periods stated in Section IV, Eligibility and Qualification Tables.

The monetary values in the respective Forms shall be expressed in equivalent of ***[specify the currency]***.

The values in other currencies than the defined currency should be recalculated into the above stated currency, based on the exchange rate as set by ***[state the bank, relevant to the currency]*** on the 1st of July of each year reported.

The submitted annual financial statements for the required period must demonstrate the soundness of the Participant's financial position, showing long term profitability. Consistent losses or a risk of insolvency shown in the accounts may be cause for the disqualification of the Participant.

Experience

The Participant shall meet the minimum criteria for general, management and specific experience for the time period stated in Section IV, Eligibility and Qualification Criteria.

Where necessary, the Client may make inquiries with the Participant's clients in respect of the reference projects/contracts.

Specific Requirements with regard to JVCA

JVCAs must satisfy the following minimum qualification requirements:

- (a) the JVCA must satisfy collectively all the qualification criteria, for which purpose the relevant figures for each of the partners shall be added to arrive at the JVCA's total capacity;
- (b) each partner of JVCA shall fully satisfy the requirements with regard to the soundness of the financial position and non-performance history. They also shall individually meet the share/percentage of certain qualifying criteria, as stated in Section IV, Eligibility and Qualification Criteria.

Section IV: Eligibility and Qualification Criteria

In order to demonstrate compliance with the qualification criteria, the Participant shall provide all the requested information in accordance with the forms provided in Section V, Forms.

Factor	Table 1. Eligibility					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Participant			
			Joint Venture, Consortium or Association			
			All partners combined	The Lead Partner	Each Other Partner	
1.1 Conflict of Interest	No conflicts of interests, as described in ITP 4.3	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Covenant of Integrity</i>
1.2 Bank Ineligibility	Compliance with conditions of ITP 4.5	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Covenant of Integrity</i>
1.3 Affiliation	Compliance with conditions of ITP 4.6	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Form ELI-1 (for JVCA also Form ELI-2) with attachments</i>
1.4 Ineligibility based on a conviction of an intentional crime, the national law prohibition UN SC decisions	Compliance with conditions of ITP 4.8	Must meet requirement	N/A	Must meet requirement	Must meet requirement	<i>Covenant of Integrity</i>

N/A denotes "NOT APPLICABLE"

Factor	Table 2. Financial Situation					
Sub-Factor	Requirement	Criteria				Documentation Required
		Participant				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined	The Lead Partner		Each Other Partner			
<i>The information shall be provided for the period of 20__ to 20__</i>						
2.1 Historical Financial Performance	<i>Submission of audited balance sheets, or if not required by the law of the Participant's country, other financial statements acceptable to the Client</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Form FIN-1 with attachments</i>
2.2. Average Annual Turnover	<i>Minimum average annual turnover [insert amount and currency, as per Section III, Evaluation Methodology] (____) equivalent</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet minimum [insert number] percent of the requirement</i>	<i>Must meet minimum [insert number] percent of the requirement</i>	<i>Form FIN-2</i>

Factor	Table 3. Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Participant				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			The Lead Partner	Each Other Partner		
<i>The information shall be provided for the period of 20__ to 20__</i>						
3.1 General experience	<p><i>Experience as a supplier, in the execution of at least [insert number] (___) contracts, each with a value at least [insert amount and currency, as per Section III, Evaluation Methodology] (___) equivalent, that have been successfully and substantially completed and that are similar to the proposed contract.</i></p> <p><i>The similarity shall be based on the nature of the goods, but may take into account other key characteristics of the Contract, as described in Section VI, Requirements.</i></p>	<p><i>Must meet requirement</i></p>	<p><i>Must meet requirement</i></p>	<p><i>[Insert criterion for the Lead Partner]</i></p>	<p><i>[Insert criterion for each other partners]</i></p>	<p><i>Form EXP-1G</i></p>

Section V: Forms

This Section contains Forms which must be completed and submitted by the Participant.

Forms that are not required for the particular Tender shall be deleted and the Table of Forms amended accordingly.

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Check List for Goods Supply Contracts Tenders

Letter of Tender	<input type="checkbox"/>
Covenant of Integrity - Attachment 1 to Letter of Tender	<input type="checkbox"/>
Enclosures to Letter of Tender:	
Charter(s)	<input type="checkbox"/>
Registration (incorporation) documents	<input type="checkbox"/>
Duly authorised power of attorney	<input type="checkbox"/>
<i>[JVCA agreement or a letter of intent signed by all partners to the JVCA]</i>	<input type="checkbox"/>
<i>[JVCA form]</i>	<input type="checkbox"/>
<i>[The Parents Company Guarantee]</i>	<input type="checkbox"/>
<i>[Written confirmation authorising the signatory of the Parents Company Guarantee]</i>	<input type="checkbox"/>
Price Schedules	<input type="checkbox"/>
Form of Tender Security	<input type="checkbox"/>
Technical Proposal Form	<input type="checkbox"/>
<i>[Form MAN-1: Manufacturer's Authorization]</i>	<input type="checkbox"/>
Cash flow forecast	<input type="checkbox"/>
Participant's Eligibility and Qualification Forms:	
Form ELI-1: Eligibility Participant Information Sheet	<input type="checkbox"/>
Form ELI-2: JVCA Information Sheet	<input type="checkbox"/>
Form FIN-1: Financial Situation	<input type="checkbox"/>
Form FIN-2: Average Annual Turnover	<input type="checkbox"/>
Form EXP-1G: General Experience	<input type="checkbox"/>

Letter of Tender

The Participant must prepare the Letter of Tender on stationery with its letterhead clearly showing the Participant's complete name and address. All text within square brackets [] is for guidance in preparing this form and shall be deleted by the Participant from the final document.

The Form may need to be amended, taking into account the requirements and standard forms of the Contract, included in Section VII, Contract Terms and Conditions.

Regardless the standard forms used, the Covenant of Integrity must be attached to the Letter of Tender.

Date:

Tendering No: *[insert the number]*

Contract: *[insert the title]*

To: *[insert the Client's name]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the above referenced Tender Document, including Addenda issued in accordance with Instruction to Participants (ITP);
- (b) We offer to supply the Goods in conformity with the above referenced Tender Document for: _____;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below, **exclusive** of VAT, is: _____ *[enter figures and words]*

Amend the wording as appropriate to reflect the VAT requirements

and the total price of our Tender, excluding any discounts offered in item (d) below, **inclusive** of VAT, is: _____ *[enter figures and words]*;

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our Tender shall be valid for a period of _____ *[insert validity period as specified in ITP]* days from the tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We acknowledge that Attachment 1 to the Letter of Tender – Covenant of Integrity, form part of this Letter of Tender.
- (g) If our Tender is accepted, we commit to obtain a performance security in accordance with the Contract;
- (h) We, any sub-contractors or suppliers and sub-suppliers for any part of the Contract, are eligible for award of the Bank's financed contracts and receiving the payments from the Bank's finance;
- (i) We, including any sub-contractors or suppliers and sub-suppliers for any part of the contract do not have any conflict of interest in accordance with ITP;
- (j) We, including any of our sub-contractors or suppliers and sub-suppliers for any part of the Contract, have not been declared ineligible by the Bank, due to conviction of an intentional crime (and any such criminal conviction is final in the relevant national jurisdiction, with no more than ten years having lapsed between the date on which the criminal conviction became final and the date of submission of tender); under relevant national law from entering into commercial relations with the Client, provided the prohibition relates to a Prohibited Practice, which had been determined through judicial or administrative

proceedings with adequate due process; or by an act of compliance with a decision of the United Nations Security Council.

- (k) We are not participating as a Participant or as a partner in a JVCA in more than one Tender in this Tendering process;
- (l) We are **[not]** a government owned entity **[but meet the requirements of ITP]**;
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract **[If none has been paid or is to be paid, state "N/A"]**:

Name of Recipient	Address	Reason	Amount

- (n) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed;
- (o) We understand that you are not bound to accept the most economically advantageous tender or any other Tender that you may receive; and
- (p) If awarded the Contract, the person named below shall act as Supplier's Representative:

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign the Tender for and on behalf of:	
Date:	

Covenant of Integrity

(Attachment 1 to Letter of Tender)

To: _____ *[insert name of Client]*

We declare and covenant that neither we nor anyone, including any of our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, as well as any subcontractors, suppliers, sub-suppliers, concessionaires, consultants or sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the procurement process or in the execution or supply of any works, goods or services for *[insert the name of the Contract]* (the "Contract") and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the procurement process or execution of the Contract:

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

We declare that no affiliate of the Client is participating in our submission in any capacity whatsoever.

We shall, for the duration of the procurement process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any procurement process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been excluded by any major Multilateral Development Bank or International Financial Institution (including World Bank Group, African Development Bank Group, Asian Development Bank, EBRD, European Investment Bank or Inter-American Development Bank) from participation in a procurement procedure or entering into a contract with any of such institutions on the grounds of engaging in a Prohibited Practice;
- (iv) we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council; and
- (v) we further undertake to immediately inform the Client and the Bank if this situation were to occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles (i), (ii), (iii) or (iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure is Required ¹

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

- (i) a **Coercive Practice** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party;
- (ii) a **Collusive Practice** which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iii) a **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (iv) a **Fraudulent Practice** which means 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;
- (v) a **Misuse of Bank’s Resources or Bank Assets** which means improper use of the Bank’s Resources or Bank Assets, committed either knowingly or recklessly;
- (vi) an **Obstructive Practice** which means any of (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
- (vii) a **Theft** which means the misappropriation of property belonging to another party.

Following the submission of our tender, we grant the Bank and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, suppliers, sub-suppliers, concessionaires, consultants and sub-consultants accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial completion of the Contract.

Name:	
In the capacity of:	
Signed:	
Duly authorised to sign for and on behalf of:	
Date:	

¹ For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the procurement process for the Contract.

Price Schedules

The Price Schedules shall be structured to reflect the Goods to be supplied and related services performed under the Contract and provide a clear basis for evaluation of tenders as well as easy resulting contract administration.

These notes for preparing Price Schedules are intended only as information for the Client or the person drafting the Tender Document. They should not be included in the final documents.

Objectives

The objectives of the Price Schedules are:

- (a) to provide sufficient information on the quantities of Goods to be supplied and related services to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide the Price Schedule for clear invoicing and payment under the Contract.

In order to attain these objectives, goods and services should be itemised in the Price Schedules in sufficient detail. Consistent with these requirements, the layout and content of the Price Schedules should be as simple and brief as possible.

Content

The Price Schedules should normally be divided into the following sections:

- (a) Preamble;
- (b) Goods;
- (a) Auxiliary services (if necessary);
- (b) Summary

Preamble - The preamble should indicate the inclusiveness of the unit prices and delivery basis.

Goods and Related services - The items in the Price Schedules should be grouped into sections, if necessary, to distinguish between those parts of the goods supply which by nature, destination, timing, or any other special characteristics may give rise to phasing of the supply, or other considerations of cost. The Price Schedules do not always give a full description of the Goods and Related Services to be supplied under each item. Participants shall be deemed to have read the Requirements and parts of the Tender Document to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit. If Participants are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the ITP prior to submitting their tender. Many national standard reference guides have been prepared on the subject.

Pricing - The pricing of the Price Schedules must be consistent with the delivery terms, pricing and currency provisions in the rest of the document (e.g. Instructions to Participants, Data Sheet, and Conditions of Contract). Usually, rates and prices are entered in the common currency of the tender (specified in the Data Sheet) only, or in several currencies, if provided so in the Data Sheet.

Tender prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Participants. For each item, Participants shall complete each appropriate column in the respective Schedules, giving the price breakdown, as required. Prices given in the Schedules for each item shall be for the scope covered by that item as detailed in the Requirements or elsewhere in the Tender Document.

Where there are discrepancies between the total of the amounts in the column for the price breakdown and the amount in the column for the total price, the former shall prevail and the latter will be corrected accordingly. Where there are discrepancies between the total of the amounts of Schedules the amount given in the Grand Summary, the former shall prevail and the latter will be corrected accordingly. Where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

Items left blank will be deemed to have been included in prices for other items. The total for each schedule and the total of the Grand Summary shall be deemed to be the total price for implementing the Contract, whether or not each individual item has been priced.

When requested by the Purchaser for the purposes of making payments or part payments, calculating variations or evaluating claims, or for such other purposes as the Purchaser may reasonably require, the Supplier shall provide the Purchaser with a breakdown of any composite or lump sum items included in the Schedules.

Quantities - *Quantities should be clearly stated, as appropriate.*

Units of measurement - *The metric system is recommended for use, unless other national units are mandatory in the country of the Client.*

Summary - *The Summary should contain a tabulation of the separate parts of the Price Schedules carried forward, and for price contingencies (upward price adjustment), where applicable.*

EXAMPLE:

Price Schedules

Participant's Legal Name: _____

Date: _____

Tender No.: _____

Page _____ of _____ pages

GOODS TO BE SUPPLIED

Item	Description	Qty.	UNIT PRICE	TOTAL PRICE
			Currency*	Currency*
		1	2	1x2 3
	TOTAL (TO GRAND SUMMARY)			

Signature of the Participant _____

[* *Specify currency in accordance with ITP 14.
If more than one currency is allowed and used, please fill in a separate table for each currency]*

Price Schedules

Participant's Legal Name: _____

Date: _____

Tender No.: _____

Page _____ of _____ pages

RELATED SERVICES TO BE PROVIDED

Item	Description	Qty.	UNIT PRICE	TOTAL PRICE
			Currency*	Currency* 1x2
		1	2	3
	TOTAL (TO GRAND SUMMARY)			

Signature of the Participant _____

**[* Specify currency in accordance with ITP 14.
If more than one currency is allowed and used, please fill in a separate table for each currency]**

Price Schedules

Participant's Legal Name: _____

Date: _____

Tender No.: _____

Page _____ of _____ pages

GRAND SUMMARY

Item	Description	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
		Currency A*	Currency B*	Currency ...*
	Goods to be supplied			
	Services to be provided			
	GRAND TOTAL (TO LETTER OF TENDER)			

Signature of the Participant _____

[* *Specify currency(ies) in accordance with ITP 14]*

Form of Tender Security

(Uniform Rules for Demand Guarantee, ICC Publication 758)

Note for the Participant - All italicised text is for use in preparing this form and shall be deleted from the final document.

[Guarantor Letterhead and SWIFT identifier code]

To: *[Insert name and address of Beneficiary (the Client)]*

Date: *[Insert date of issue]*

Type of Guarantee: Tender Security

Guarantee No.: *[Insert guarantee reference number]*

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

The Participant *[Insert name and address of the Participant]*

The Beneficiary: *[Insert name and address of the Client]*

The Underlying Relationship: The Participant's obligation in respect of *[insert reference number and details of the Invitation to Tender]*

Guarantee Amount and currency: *[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]*

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:

A written statement stating that the Participant is in breach of its obligation(s) under the Tender conditions, because the Participant:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Participant in the Letter of Tender; or
- (b) does not accept the correction of arithmetic errors, in accordance with the Tender Document; or,
- (c) having been notified of the acceptance of its Tender by the Beneficiary during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Tender Document.

Language of any required documents: *[Insert the language as per the Tender Document]*

Form of Presentation: *[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]*

Time as from which a demand can be presented if different from the date of issue: A demand under this guarantee may be presented as from the due date for the submission of tenders

Guarantee Expiry:

The Guarantee shall expire:

- (a) if the Participant is the successful Participant, upon our receipt of copies of the Contract signed by the Participant and the performance security issued to you upon the instruction of the Participant; and
- (b) if the Participant is not the successful Participant, upon the earlier of (i) our receipt of a copy your notification to the Participant of the name of the successful Participant; or (ii) twenty-eight days after the expiration of the Participant's Tender.

Any demand for payment under this guarantee must be received by the Guarantor on or before the expiry date.

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

..... [Seal of Bank and Signature(s) of authorised representatives of the bank].

Sample Parent Company Guarantee

If the Tender, for the purposes of meeting the qualification requirements of the Tender Document, wants to use the references of his parent company, he shall support his tender with the Parent company's unconditional guarantee of due performance of all the Supplier's obligations and liabilities under the Contract.

[Letterhead of the Participant's Parent Company]

Date: *[insert the date]*

To: *[name and address of the Client]*

Sirs,

Re: *[specify the Contract]*

We have been informed that *[insert the Participant's name]* (hereinafter called the "Participant" or the "Supplier", as appropriate) is submitting a tender for the above Contract in response to your invitation, and that the conditions of your invitation require his tender to be supported by a parent company guarantee.

In consideration of you, the Client (hereinafter called the "the Purchaser), awarding the Contract to the Participant, we *[name of the Parent Company]* irrevocably and unconditionally guarantee to you, as a primary obligation, the due performance of all the Supplier's obligations and liabilities under the Contract, including the Supplier's compliance with all its terms and conditions according to their true intent and meaning.

If the Supplier fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Supplier is liable to the Purchaser under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Supplier, this guarantee shall be void and ineffective. This guarantee shall continue to be in full force and effect until all the Supplier's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Purchaser and the Supplier from time to time. We hereby authorise them to agree any such amendment or variation, the due performance of which and compliance with which by the Supplier are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Purchaser to the Supplier, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Supplier or the Purchaser, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) as that which governs the Contract and any dispute under this guarantee shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed _____

Name _____

For and on behalf of

[Name of the Participant's Parent Company]

Technical Proposal Form

The Form need to be drafted to provide a clear guidance to Participants about the information required to be submitted in response to the requirements of the Tender Document, and especially Section VI, Requirements, and Section VII, Contract Terms and Conditions.

It shall be supplemented with forms, if deemed necessary.

The key areas to be covered are

- Technical Specifications, including the essential technical and performance characteristics of the Goods;
- List of spare parts, special tools, etc.;
- Description of the Related Services;
- Description of arrangements for the maintenance, repair and spare parts stocking obligations;
- Statement of compliance;
- Delivery schedule;
- List of planned sub-suppliers and subcontractors;
- List of the bank(s) proposed for issuing the securities under the Contract;
- List of insurance company(ies) proposed for provision of insurance policies under the Contract;

Participant' Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

Statement of Compliance

Participant' Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

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Reference Number/ Chapter	Description	Specification parameter requested (the requirement shall be read in conjunction with the respective Requirements)	Detailed description of the essential technical and performance characteristics of the Goods offered	Commentary on the Purchaser's Requirements
1. General Requirements...				

Delivery Schedule

Participant' Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

The delivery schedule expressed as *[days/weeks/months]* stipulates hereafter a delivery date which is the date of delivery of the Goods and Related Services, as per the terms of the Contract.

The delivery may be specified for a single shipment, or for several partial shipments, or range of acceptable delivery periods.

GOODS

The delivery periods stated below are calculated based on the Commencement Date, defined as *[insert]*

The Purchaser must specify the date from which the delivery schedule will start. That date should be either the date of the Letter of Acceptance, or the date of Contract signature, or the date of opening of letter of credit, or the date of or the date the advance payment, etc.

Item	Description	Qty.	Destination	Delivery period

RELATED SERVICES

The period for rendering services stated below are calculated based on *[the Commencement Date, as defined above]*, defined as *[insert]*

If different from the Commencement Date defined above, the Purchaser must specify the date from which the provision of the Related Services will start. That date may be the date of the completion of the deliveries or operational acceptance of the Goods, etc .

Item	Description	Qty.	Place	Delivery period

Schedule of Supplementary Information

Participant' Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

We acknowledge that this Schedule of Supplementary Information accompanies, but not forms part, of our Tender. Any information provided herein shall be subject to adjustment in accordance with the Contract. The Schedule of Supplementary Information consists of the following information:

- (i) Details of Proposed Insurer (s); and
- (ii) Details of Proposed Bank Issuing Performance and Advance Payment Securities.

Details of proposed Insurer(s)

The Participant shall provide name(s) and address(s) the insurer(s) and its/their principal terms for the insurances required under the Contract.

Details of Proposed Bank Issuing Performance and Advance Payment Securities

The Participant shall provide the name and the address of the issuing bank, which will provide the Performance and Advance Payment Securities. The Participant shall also provide information about the current credit rating of the issuing bank by Moody's or Standard & Poor's or other rating agencies.

Form MAN-1: Manufacturer's Authorisation

The Participant shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorisation should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. All text within square brackets [] is for use in preparing this form and shall be deleted from the final document.

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

Tender No.: *[insert number of Tendering process]*

To: *[insert complete name of Client]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

Participant's Eligibility and Qualification Forms

To establish its qualifications to perform the Contract in accordance with Section III, Evaluation Methodology, and Section IV, Eligibility and Qualification Criteria, the Participant shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI-1: Participant Eligibility Information Sheet

Participant's Legal Name: _____

Date: _____

Tender No.: _____

Page _____ of _____ pages

Participant Information	
Participant's legal name	
In case of JVCA, legal name of each partner	
Participant's actual or intended country of constitution, Incorporation, or Registration	
Participant's year of constitution, Incorporation, or Registration	
Participant's legal address in country of constitution	
Participant's authorized representative (name, address, telephone numbers, email address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITP 4.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JVCA named in above, in accordance with ITP 13.</p> <p><input type="checkbox"/> 3. In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITP 10.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents required to comply with ITP 4.</p>	

Form ELI-2: JVCA Information Sheet

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____

Date: _____

Tender No.: _____

Page _____ of _____ pages

Each member of a JVCA must complete this form

JVCA Information	
Participant's legal name	
JVCA Partner's legal name	
JVCA Partner's country of constitution	
JVCA Partner's year of constitution	
JVCA Partner's legal address in country of constitution	
JVCA Partner's authorized representative information (name, address, telephone numbers, fax numbers, email address)	
Attached are copies of the following original documents.	
<input type="checkbox"/>	1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITP 4.
<input type="checkbox"/>	2. Authorization to represent the firm named above, in accordance with ITP 13.
<input type="checkbox"/>	3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITP 4.

Form FIN-1: Financial Situation

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

Each Participant or member of a JVCA must complete this form with the Financial Data for the required period.

Information from Balance Sheet (*[state currency, as per Section III, Evaluation Methodology]*) equivalent)

	Year 1: (Enter year)	Year 2: (Enter year)	Year ...: (Enter year)
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement (*[state currency], as per Section III, Evaluation Methodology]*) equivalent)

	Year 1: (Enter year)	Year 2: (Enter year)	Year ...: (Enter year)
Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

All such documents reflect the financial situation of the Participant or partner to a JVCA.

Historic financial statements must be audited by a certified accountant.

Historic financial statements must be complete, including all notes to the financial statements.

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN-2: Average Annual Turnover

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

Each Participant or member of a JVCA must fill in this form

Annual Turnover Data for the period of 20__ to 20__			
Year	Amount Currency	Exchange Rate	[State currency, as per the Section III, Evaluation Methodology] equivalent
Average Annual Turnover			

The information supplied should be the Annual Turnover of the Participant or each member of a JVCA.

Form EXP-1G: General Experience

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

Each Participant or member of a JVCA must complete this form.

General Experience			
Starting Month/Year	Ending Month/Year	Months	Contract Identification and Name Name and Address of Client Brief Description of the Scope of supply

Participant's Legal Name: _____

JVCA Partner's Legal Name: _____ *[delete if not applicable]*

Date: _____

Tender No.: _____

Page _____ of _____ pages

Complete one (1) form per Contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date		Completion Date	
Total Contract Amount	<i>[state the currency, as per Section III, Evaluation Methodology, equivalent]</i>		
If partner in a JVCA or subcontractor, specify participation of total Contract amount	Percent of Total	Amount	
Client's Name Address Telephone/Fax Number email			
Description of the contract (reflecting similarity in accordance with the respective criteria, specified in Section III, Evaluation Methodology)			

Section VI: Requirements

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1. Scope of Supply

The list of Goods, mandatory spare parts and Related services to be inserted in the Tender documents by the Purchaser, as applicable. Tables to be expanded and amended, as necessary.

EXAMPLE:

LIST OF GOODS

1.1 List of Goods			
List No.	Name of Goods	Brief Description	Quantity

1.2 List of Mandatory Spare Parts			
List No.	Name of mandatory spare parts	Brief Description	Quantity

LIST OF RELATED SERVICES

1.3 List of Related Services			
List No.	Name of Related Service	Brief Description	Quantity

2. Delivery and Completion Requirements

Text of Delivery and Completion Requirements to be inserted in the Tender documents by the Purchaser, as applicable.

The delivery schedule expressed as *[days/weeks/months]* stipulates hereafter a delivery date which is the date of delivery of the Goods and Related Services, as per the terms of the Contract.

The delivery may be specified for a single shipment, or for several partial shipments, or range of acceptable delivery periods.

GOODS

The Goods shall be delivered within the periods stated below starting from the Commencement Date, defined as *[insert]*

The Purchaser must specify the date from which the delivery schedule will start. That date should be either the date of the Letter of Acceptance, or the date of Contract signature, or the date of opening of letter of credit, or the date of or the date the advance payment, etc.

Item	Description	Qty.	Destination	Delivery period

RELATED SERVICES

The Related services shall be provided within the period stated below starting from *[the Commencement Date, as defined above], [insert]*

If different from the Commencement Date defined above, the Purchaser must specify the date from which the provision of the Related Services will start. That date may be the date of the completion of the deliveries or operational acceptance of the Goods, etc .

Item	Description	Qty.	Place	Delivery period

3. Technical Specifications

These notes for preparing specifications are intended only as information for the Purchaser or the person drafting the tender documents. They should not be included in the final documents

Preparing the Technical Specifications:

A set of precise and clear specifications are a prerequisite for Participants to respond realistically and competitively to the requirements of the Purchaser without qualifying their tenders. The specifications must be drafted to permit the widest possible competition whilst presenting a clear statement of the required standards of workmanship, materials and performance of the goods and services to be procured. This is consistent with realising the objectives of economy, efficiency and fairness, will ensure the responsiveness of tenders and will facilitate the task of tender evaluation and transparency of the award.

The fitness for purpose of the Goods shall be clearly defined at the beginning of the Specifications.

The specifications should require that all goods and materials to be incorporated in the goods be new, unused and of the most recent or current models. They should also incorporate all recent improvements in design and materials unless otherwise provided for in the Specifications.

Wherever appropriate, standardised general technical specifications covering workmanship, materials, manufacturing, quality assurance and testing should be used with deletions or addenda for the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. Recognised international standards should be used wherever possible. Where other particular standards are used, i.e. national standards of the Purchaser's country, the specifications should clearly state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality or performance as the standards mentioned, will also be acceptable. Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent".

The Technical Specifications shall describe the required tests for the Goods, as appropriate.

Text of Technical Specifications to be inserted in the Tender documents by the Purchaser, as applicable.

Item No.	Full Technical Specification of Goods required	

EXAMPLE:**Equivalence of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Specifications. Where such standards and codes are national or related to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

4. Drawings

These notes for preparing drawings are intended only as information for the Purchaser or the person preparing the Tender documents. They should not be included in the final document.

It is customary to bind the drawings in a separate volume, which is often larger than the other volumes of documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are rendered illegible.

Where appropriate, the Purchaser should attach other pertinent documentation such as drawings, diagrams, plans, etc. which would assist Participants to submit a responsive Tender.

The Supplier may be requested to provide drawings or samples either with its Tender or more commonly, for review prior to delivery during contract implementation.

Section VII: Contract Terms and Conditions

This Section shall specify the internationally recognised standard terms and conditions to be used for the Contract, which shall take into account the nature of the Goods and specifics of the Project.

Acceptable forms of such contracts are:

- *Any form, based on the UN Convention on Contracts for International Sale of Goods, 1980;*
- *World Bank, Supply of Goods;*

Special attention shall be paid to the copyright of the contract terms. Appropriate licences may need to be obtained and fees paid before using the standard terms and conditions for the Contract.

The Particular Conditions of Contract, the Contract Forms, as well as other Parts of the Tender Document, especially the text of the Tender Form, the Price Schedules shall be amended, as necessary, to ensure consistency and coherence of the entire Tender Document.

The contract conditions shall be drafted to provide for fair and balanced risk allocation between the parties following the key principles:

- *The duties, rights, obligations, roles and responsibilities of the parties must be generally as implied in the Contract conditions, and appropriate to the requirements of the Project;*
- *The Particular Conditions must be drafted clearly and unambiguously;*
- *All time periods specified in the Contract for the parties to perform their obligations must be of reasonable duration.*
- *The Contract shall provide an adequate dispute resolution mechanism.*

Parties are advised to seek their own legal counsel for drafting conditions of Contract which would reflect the specifics of the particular Project.

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General Conditions of Contract (GCC)

While this Tender Document have been prepared with great care, taking into account international procurement and contracting experience, the Bank does not assume any responsibility that the Contract form, including example provisions and guidance notes, contained in this Standard Tender Document is suitable, adequate and complete in respect of any particular project.

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions (PCC) and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.

1. General Provisions

1.1 Definitions

In the Conditions of Contract (“these Conditions”), which include the Particular Conditions and these General Conditions, the following words and expressions shall have the following stated meanings. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

- 1.1.1.1** “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- 1.1.1.2** “Contract Agreement” means the Contract agreement referred to in Sub-Clause 1.6, Contract Agreement.
- 1.1.1.3** “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- 1.1.1.4** “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- 1.1.1.5** “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- 1.1.1.6** “Letter of Acceptance” means the letter of formal acceptance, signed by the Purchaser, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving of the Letter of Acceptance means the date of signing the Contract Agreement.
- 1.1.1.7** “Letter of Tender” means the document entitled Letter of Tender, which was completed by the Supplier and includes the signed offer to the Purchaser for the Goods.
- 1.1.1.8** “Requirements” means the document entitled requirements, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract.
- 1.1.1.9** “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Goods.
- 1.1.1.10** “Drawings” means the drawings of the Goods, as included in the Contract, and any additional and

modified drawings issued by (or on behalf of) the Purchaser in accordance with the Contract.

1.1.1.11 “Schedules” means the document(s) entitled schedules, completed by the Supplier and submitted with the Letter of Tender, as included in the Contract. Such document(s) may include the Price Schedules, data, lists, and schedules of rates and/or prices.

1.1.1.12 “Tender” means the Letter of Tender and all other documents which the Supplier submitted with the Letter of Tender, as included in the Contract.

1.1.1.13 “GCC” means the General Conditions of Contract.

1.1.1.14 “PCC” means the Particular Conditions of Contract.

1.1.2 Parties and Persons

1.1.2.1 “Party” means the Purchaser or the Supplier, as the context requires.

1.1.2.2 “Purchaser” means the person named as the purchaser in the PCC and the legal successors in title to this person.

1.1.2.3 “Supplier” means the person(s) named as Supplier in the Letter of Tender accepted by the Purchaser and the legal successors in title to this person(s).

1.1.2.4 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Goods or the Related Services; and the legal successors in title to each of these persons.

1.1.2.5 “Bank” means the financing institution (if any) named in the PCC.

1.1.2.6 “Borrower” means the person (if any) named as the borrower in the PCC.

1.1.3 Dates, Tests, Periods and Completion

1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission of the Tender.

1.1.3.2 “Acceptance Test” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the “Acceptance Certificate”.

1.1.3.3 “day” means a calendar day and “year” means 365 days.

1.1.4 Money and Payments

1.1.4.1 “Contract Price” means the price defined in Sub-Clause 10, The Contract Price, and includes adjustments in accordance with the Contract.

1.1.5 Goods

1.1.5.1 “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

1.1.5.2 “Related Services” means the services incidental to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.

1.1.6 Other Definitions

1.1.6.1 “Purchaser’s Country” is the country specified in the PCC.

1.1.6.2 “Force Majeure” is defined in Clause 25, Force Majeure.

- 1.1.6.3** “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.4** “Performance Security” means the security (or securities, if any) under Sub-Clause 13, Performance Security.
- 1.1.6.5** “Site,” where applicable, means the place named in the PCC.
- 1.1.6.6** “Unforeseeable” or “Unforeseen” means not reasonably foreseeable by an experienced Supplier by the Base Date.
- 1.1.6.7** “Change Order” or “Change” is defined in Sub-Clause 26, Change Orders and Contract Amendments
- 1.1.6.8** “Procurement Policies and Rules” means the EBRD Procurement Policies and Rules, as specified in the PCC.
- 1.1.6.9** “Enforcement Policy and Procedures” means the EBRD’s Enforcement Policy and Procedures, as amended from time to time, and any policy or procedures adopted by EBRD as a successor to or replacement of such policy and procedures.
- 1.1.6.10** “Prohibited Practices” has the meaning as defined in the Enforcement Policy and Procedures as specified in the PCC.
- 1.1.6.11** “Enforcement Actions” means such action as defined in the Bank’s Enforcement Policy and Procedures.
- 1.1.6.12** “Disclosure Actions” means such action as defined in the Bank’s Enforcement Policy and Procedures.
- 1.1.6.13** “Third Party Finding” means a final judgment of a judicial process in a member country of the Bank or a finding by the enforcement (or similar) mechanism of an international organisation, which is not a Mutual Enforcement Institution, that an individual or entity has engaged in a Prohibited Practice or equivalent act of that member country or international organisation.
- 1.1.6.14** “Project Complaint Mechanism” means the accountability mechanism of the Bank as set forth under the Project Complaint Mechanism (PCM) Rules of Procedure dated May 2014, as such rules may be amended, supplemented or replaced from time to time.
- 1.1.6.15** “Mutual Enforcement Institution” means an international organisation that has entered into an agreement with the Bank, pursuant to which such institution and the Bank agree to the mutual enforcement of debarment decisions made by each other, provided that such other institution has given notice to the Bank that it has fulfilled all requirements for the implementation of such agreement and has not subsequently withdrawn from such agreement.

1.2 Interpretation

1.2.1 Interpretation of the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

- (e) the word “tender” is synonymous with “bid” and “Participant” with “bidder” and the words “tender documents” with “bidding documents”.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.2.2 If the context so requires it, singular means plural and vice versa.

1.2.3 Incoterms

- (a) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.
- (b) The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the PCC, and published by the International Chamber of Commerce, Paris, France

1.2.4 Entire Agreement

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

1.2.5 Amendment

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

1.2.6 Non-waiver

- (a) Subject to Sub-Clause 1.2.6 (b) below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.7 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.

1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the PCC; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the PCC. However:
- (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.

1.4 Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the PCC.

The ruling language of the Contract shall be that stated in the PCC.

The language for communications shall be that stated in the PCC. If no language is stated there, the language for communications shall be the ruling language of the Contract.

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 the purposes of interpretation of the Contract, this translation shall govern.

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.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any);
- (b) the Letter of Acceptance;
- (c) the Letter of Tender;
- (d) the Particular Conditions;
- (e) these General Conditions;
- (f) the Requirements,
- (g) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Purchaser.

1.7 Assignment

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and
- (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

1.8 Copyright

- 1.8.1** The copyright in all drawings, documents, and other materials containing data and information

furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

1.9 Confidential Details

The Supplier's and the Purchaser's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Supplier's compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Goods prepared by the other Party without the prior agreement of the other Party. However, the Supplier shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.

1.10 Compliance with Laws

The Supplier shall, in performing the Contract, comply with applicable Laws.

Unless otherwise stated in the Particular Conditions:

- (a) the Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country which (i) such authorities or undertakings require the Purchaser to obtain in the Purchaser's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Supplier and the Purchaser of their respective obligations under the Contract;
- (b) the Supplier shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Purchaser's Country which such authorities or undertakings require the Supplier to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under Sub-Clause 1.10(a) hereof and that are necessary for the performance of the Contract. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including the Subcontractors and their personnel, but without prejudice to Sub-Clause 10.1 hereof.

1.11 Joint and Several Liability

If the Supplier is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Purchaser for the fulfilment of the provisions of the Contract, unless otherwise specified in the PCC, and shall designate one of such persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Purchaser.

1.12 Inspections and Audit by the Bank

The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Supplier's assets, books, accounts and records relating to the performance of the Contract and to

have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Supplier shall require its officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank's Project Complaint Mechanism.

The Supplier shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

The Supplier shall ensure that in any agreements with suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provisions to the effect of this Sub-Clause are included.

2. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Prohibited Practices

3.1 The Supplier shall not, and shall not authorise or permit any of its officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:

- (a) the Supplier, including its suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract.
- (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals;

3.2 The Supplier shall ensure that in any agreements with suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provision are included:

- (a) stating that the suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to such agreements and the execution of the Contract; and
- (b) notifying the suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants, or sub-consultants, that the Bank has the right to invoke the Enforcement Policy and Procedures, including any Enforcement Action and Disclosure Action set out therein, in respect of allegations of Prohibited Practices with respect to the procurement, award, or execution of the Contract.

3.3 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in Prohibited Practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Contract under Sub-Clause 28 and expel him from the Site.

Should any employee or subcontractor of the Supplier be determined, based on reasonable evidence, to have engaged in a Prohibited Practice during the execution of the Contract then that employee or subcontractor shall be removed from the Site.

4. Eligibility

4.1 The Supplier and its Subcontractors shall be eligible entity or individual, as defined in the Procurement Policies and Rules.

A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

4.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall be eligible for such financing, as defined in the Procurement Policies and Rules.

For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

5. Notices

- 5.1** Any notice given by one Party to the other, pursuant to the Contract shall be in writing to the address specified in the PCC. The term "in writing" means communicated in written form with proof of receipt.
- 5.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6. Settlement of Disputes

- 6.1** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract.
- 6.2** If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the PCC.
- 6.3.** Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due the Supplier.

7. Scope of Supply

- 7.1** The Goods and Related Services to be supplied shall be as specified in the Requirements.

8. Delivery

- 8.1** Subject to Sub-Clause 27.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Requirements, specified in the Requirements. The shipping and other documents to be furnished by the Supplier are specified in the PCC. The documents specified therein shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier shall be responsible for any consequent expenses.

9. Supplier's Responsibilities

- 9.1** The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Sub-Clause 7, and the Delivery and Completion Requirements, as per Sub-Clause 8.

10. Contract Price

- 10.1** Unless otherwise prescribed in the PCC, the Contract price shall be fixed throughout the duration of Contract performance.

11. Terms of Payment

- 11.1** The Contract Price shall be paid as specified in the PCC.
- 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 Sub-Clause 8 and upon fulfilment of all other obligations stipulated in the Contract.
- 11.2** Payments shall be made promptly by the Purchaser, no later than the time period specified in the PCC after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

11.3 Unless otherwise stated in the PCC, the currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

11.4 In the event that the Purchaser fails to pay the Supplier any payment by its due date, or within the period set forth in the PCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment, at the rate shown in the PCC, for the period of delay, until payment has been made in full, whether before or after judgment, or arbitration award.

12. Taxes and Duties

12.1 For Goods manufactured outside the Purchaser's country the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

12.2 For Goods manufactured within the Purchaser's country the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

12.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

13. Performance Security

13.1 If so required in the PCC, the Supplier shall, within twenty-eight (28) days receiving the letter of Acceptance, provide a performance security for the performance of the Contract of the amount specified in the PCC.

13.2 If so required, pursuant to Sub-Clause 13.1, the performance security shall be denominated in the currency of the Contract, or in other currency acceptable to the Purchaser, and shall be in the form stipulated by the Purchaser in the PCC, or in another form acceptable to the Purchaser.

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

13.4 The performance security shall be discharged by the Purchaser and returned to the Supplier upon expiration of its validity, but in any case, 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 PCC.

14. Subcontracting

14.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract, if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

14.2 Subcontracts shall comply with the provisions of Sub-Clauses 3 and 4.

15. Specifications and Standards

15.1 The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in the Requirements.

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

Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in the 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 Sub-Clause 26.

16. Packing and Documents

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

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

17. Insurance

17.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in the currency of the Contract, 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 PCC.

18. Transportation

18.1 Unless otherwise specified in the PCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

19. Inspections and Tests

19.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as specified in the PCC.

19.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's country as specified in the PCC. Subject to Sub-Clause 19.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

19.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in Sub-Clause 19.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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

19.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

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

- 19.7** The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to Sub-Clause 19.4.
- 19.8** The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to Sub-Clause 19.6, shall release the Supplier from any warranties or other obligations under the Contract.

20. Liquidated Damages

- 20.1** Except as provided under Sub-Clause 27, 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 PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to Sub-Clause 28.

21. Warranty

- 21.1** The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 21.2** Subject to Sub-Clause 15.1, 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.
- 21.3** Unless otherwise specified in the PCC, 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 PCC, or for eighteen (18) months after the date of delivery, whichever period concludes earlier.
- 21.4** The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 21.5** Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- If having been notified, the Supplier fails to remedy the defect within the period specified above, 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.

22. Patent Indemnity

- 22.1** The Supplier shall, subject to the Purchaser's compliance with Sub-Clause 22.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

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.

22.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in Sub-Clause 22.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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.

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.

23. Limitation of Liability

23.1 Except in cases of gross negligence or wilful misconduct:

- (a) the Supplier shall not be liable to the Purchaser, whether in Contract, in tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the 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.

24. Change in Laws and Regulations

24.1 If, within less than twenty-eight (28) days prior to the date of Tender 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 Sub-Clause 10.

25. Force Majeure

25.1 A Party's failure or delay in performing any of its obligations under this Contract will not be deemed a breach of this Contract to the extent that such failure or delay is directly due to any Force Majeure Event.

25.2 For the purposes of this Clause, “Force Majeure Event” means an event or situation beyond the control of a Party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party. Such events may include, but are not limited to, acts of a Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure Event arises, the affected Party shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise directed by the other party in writing, the affected Party shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event

26. Change Orders and Contract Amendments

26.1 The Purchaser may at any time order the Supplier through notice in accordance with Sub-Clause 5, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

26.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

26.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the Supplier for similar services.

26.4 Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties.

27. Extensions of Time

27.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to Sub-Clause 8, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

27.2 Except in case of Force Majeure, as provided under Sub-Clause 25, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Sub-Clause 20, unless an extension of time is agreed upon, pursuant to Sub-Clause 27.1.

28. Termination

28.1 Notice to Correct

If the Supplier fails to carry out any obligation under the Contract, the Purchaser may by notice require the Supplier to make good the failure within a specified reasonable time.

28.2 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract may, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
 - (i) if the Supplier has failed to comply with a notice under Sub-Clause 28.1;
 - (ii) if the Supplier has failed 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 Sub-Clause 27; or
 - (iii) - if the Supplier, in the judgment of the Purchaser, has engaged in Prohibited Practices, as defined in Sub-Clause 3, in competing for, or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Sub-Clause 28.2(a) hereto, 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.

28.3 Termination for Insolvency

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.

28.4 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The effective date of the termination notice shall be as specified in the PCC.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the effective date of the notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

29. Export Restrictions

- 29.1** Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the goods or services to be supplied, which arise from trade regulations from a country supplying those goods, or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided however, that the Supplier can demonstrate to the satisfactions of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorisations, and licenses necessary for the delivery of the goods or services under the terms of the Contract.

Particular Conditions of Contract

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

Boxed guidance notes and provisions in italic font contain instructions and guidance which the drafter should follow. They are not part of the text and should not be included in the final document. All reference Clauses and Sub-Clauses provided in the Particular Conditions of Contract shall be construed as reference Clauses and Sub-Clauses in the General Conditions of Contract.

GCC
reference

Particular Conditions of Contract

General Provisions

- 1.1.2.2** The Purchaser is: *[Insert the name of Purchaser]*
- 1.1.2.5** The Bank is: *[insert name of the financing institution financing the contract]*
- 1.1.2.6** The Borrower is: *[insert name of the borrower]*
- 1.1.6.1** The Purchaser's Country is: *[insert the name of the Purchaser's country]*
- 1.1.6.5** The Site is: *[insert description, if applicable]*
- 1.1.6.8** "Procurement Polices and Rules" means the EBRD Procurement Policies and Rules *[insert the edition of applicable Procurement Polices and Rules]*
- 1.1.6.10** Enforcement Policy and Procedures *[insert the edition of applicable Enforcement Policy and Procedures]*
- 1.2.3** The version of Incoterms shall be the current edition of Incoterms, published by The International Chamber of Commerce, Paris.
- 1.3(a)** The agreed systems of electronic transmission is *[insert]*
- 1.3(b)** The addresses of the recipients of communications:
For the Purchaser: *[insert]*
For the Supplier *[insert]*
- 1.4** The governing law is that of: *[insert name of the country]*.
The language for communications is *[name the language for communications]*:
The ruling language is: *[name the language]*
- 1.6** The Parties shall enter into a Contract Agreement within 14 days after the Supplier receives the Letter of Acceptance.
- 1.11** The individuals or firms in a joint venture, consortium or association shall be held jointly and severally liable.

Notices**5.1**

For notices

the Purchaser's address shall be:

Attention: _____

Purchaser's Name _____

Street Address: _____

Floor/ Room number: _____

City: _____

Postal Code: _____

Country: _____

Telephone: _____

Facsimile number: _____

Email address: _____ ;

the Supplier's address shall be:

Attention: _____

Purchaser's Name _____

Street Address: _____

Floor/ Room number: _____

City: _____

Postal Code: _____

Country: _____

Telephone: _____

Facsimile number: _____

Email address: _____

6**Settlement of Disputes****6.2**

The rules of procedure for arbitration shall be as follows:

EXAMPLE:

- (a) In the case of a dispute between the Purchaser and a Supplier which is a national of the Purchaser's country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country.
- (b) In the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules.
- (c) The place of arbitration shall be *[insert]*.
- (d) The arbitration proceedings shall be conducted in the language governing the Contract.

8**Delivery****8.1**

The shipping and other documents to be furnished by the Supplier are:

The following examples are appropriate for contracts placed CIP and EXW. Different conditions and documents may be required for DAP and DDP terms of delivery.

EXAMPLE:

- (a) For Goods supplied from outside the Purchaser's country:

the Goods shall be delivered CIP (place of destination).

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email or fax of the full details of the shipment, including: Contract number; description of Goods; quantity; the number and date of the usual transport document (such as railway or road consignment note, bill of lading, or multimodal transport document); date of shipment; expected date of arrival; vessel and ports of loading and discharge, if appropriate.

The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing the Goods' description, quantity, unit price and total amount;
- (ii) original and (_____) copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and (_____) copies of non-negotiable bill of lading;
- (iii) copies of packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report;
- (vii) certificate of origin

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival, and, if not received, the Supplier will be responsible for any consequent expenses.

EXAMPLE:

- (b) For Goods supplied from within the Purchaser's country:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing the Goods' description, quantity, unit price and total amount;
- (ii) delivery note, railway receipt or truck receipt;
- (iii) copies of packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;
- (vii) evidence of payment of customs duties or other similar import taxes on directly imported components incorporated in the Goods.

The above documents shall be received by the Purchaser before arrival of the Goods at least one week before arrival of the Goods at the final destination and, if not received,

the Supplier will be responsible for any consequent expenses.

EXAMPLE:

Related Services:

copy of the Supplier's invoice, which should provide a full description of the Services performed

10 Contract price

10.1 Price adjustments *[insert shall or shall not]* apply.

If any price adjustment applies, the following method shall be used to calculate the price adjustment:

$$P_1 = P_0 \times (I_1 / I_0)$$

In which:

- P_1 - adjusted amount payable to the Supplier
- P_0 - Contract Price (base price)
- I_0 - appropriate index applicable to the Goods/the industry in the country of origin on the base date *[state the index]*
- I_1 - appropriate indices applicable to the Goods/the industry in the country of origin on the date for adjustment *[state the index]*

The Participant shall indicate the source of the indices and the base date indices in its tender.

Base date - twenty eight (28) days prior to the Tender opening.

Date of adjustment - *[specify the reasonable date/period]*

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

- (a) Price adjustment will be applied only if the resulting increase or decrease is more than (____) percent of the Contract Price;

Two (2) percent would be an acceptable percentage above.

- (b) No price increase shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. 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.
- (d) If the currency in which the Contract Price P_0 is expressed is different from the currency of the country of origin of the labour and materials 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;
- (e) no price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

11 Terms of payment

The following example is appropriate for contracts placed CIP and EXW. Different conditions of payment may be required for DAP and DDP terms of delivery reflecting the ownership transfer of the ownership of the Goods during the delivery and associated risks.

11.1 The terms of payment shall be as follows:

EXAMPLE:

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

- (a) Payment for Goods supplied from outside the Purchaser's country shall be made in the following manner:
- (i) **Advance payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing the Contract, and upon submission of a claim and a bank guarantee in a form acceptable to the Purchaser, for an equivalent amount valid until the Goods are delivered;
 - (ii) **On shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in Clause 8; and
 - (iii) **On acceptance:** Ten (10) percent of the Contract Price of the Goods received shall be paid within thirty (30) days of receipt of the Goods, upon submission of a claim supported by the acceptance certificate issued by the Purchaser for the respective delivery.
- (b) Payment for Goods supplied from within the Purchaser's country shall be made in the following manner:
- (i) **Advance payment:** Ten (10) percent of the Contract Price of the Goods delivered shall be paid within thirty (30) days of signing the Contract against a simple receipt and a bank guarantee in a form acceptable to the Purchaser for an equivalent amount valid until the Goods are delivered;
 - (ii) **On delivery:** Eighty (80) percent of the Contract Price of the Goods delivered shall be paid on receipt of Goods and upon submission of the documents specified in Clause 8.
 - (iii) **On acceptance:** Ten (10) percent of the Contract Price of the Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser for the respective delivery.
- Payment against import duties and taxes on directly imported components incorporated in the Goods will only be made for the amounts evidenced as paid, up to and not exceeding the amount specified for such import duties and taxes in the Supplier's tender price.
- (c) Payment for Related services, including local transport, shall be made within thirty (30) days of receipt of an invoice supported by a certificate issued by the Purchaser declaring that the contracted Services have been performed.
- Payment will be made in *[insert currency or currencies specified in the Supplier's tender]*

11.2 ***The following text is mandatory***

The Supplier shall notify to the Purchase, prior to any payment under the Contract, details of the bank account(s) nominated by the Supplier for payments for the currency or currencies specified in the Contract. All payments of the amounts due to the Supplier may only be made to the Supplier's bank account(s) explicitly detailed in the Contract Agreement.

11.3 ***[Please specify the currencies in which payments shall be made to the Supplier if they are different from those in which the Tender price is expressed.]***

11.4 The payment delay period after which the Purchaser shall pay interest to the Supplier is *[insert number]* days.

The interest rate that shall be applied is: *[insert percent interest rate]* %.

13 Performance Security

13.1 A performance security *[insert "shall" or "shall not"]* be required.

If a performance security is required, the amount of performance security as a percentage of the Contract Price shall be: *[specify percentage]*.

13.2 If a performance security is required, the currency shall be: *[specify the currency]*

The performance security shall be in the form of unconditional bank guarantee.

13.4 Discharge of Performance Security shall take place:

EXAMPLE:

After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC Clause 21.3

16 Packing and Documents

16.2 The packing, marking and documentation within and outside the packages shall be: *[insert details required for packing marking and documentation]*

17 Insurance

17.1 The insurance coverage shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse to warehouse" on an "All Risks" basis, including War Risks and Strikes.

If not in accordance with Incoterms, insurance coverage shall be as follows: *[specify insurance requirements, if different from above]*

18 Transportation

18.1 Responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

If not in accordance with Incoterms, responsibility for transportation shall be as follows: *[specify transportation arrangements, if different from above]*

19 Inspection and tests

19.1 The inspections and tests shall be:

Pre-shipment inspection: *[specify inspection and tests]*

Final acceptance: *[specify inspection and tests]*

19.2 The inspections and tests shall be conducted at: _____

20 Liquidated Damages

20.1 The liquidated damage shall be: _____ *[insert percent]* % per day of delay.

The maximum percentage of liquidated damages shall be: _____ *[insert percent]* %

21 Warranty

21.3 The period of validity of the warranty shall be as follows:

EXAMPLE:

In partial modification of the provisions, the warranty period shall be (_____) *[insert]* hours of

operation or (_____) **[insert]** months from date of acceptance of the Goods or (_____) **[insert]** months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof, as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense, and to carry out further performance tests in accordance with Clause 19; or
- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____) **[insert]**

The rate shall be equal to or higher than the adjustment rate used in the tender evaluation for the respective performance factors.

EXAMPLE:

Without prejudice to Clauses 21.3, 21.4 and 21.5, the Supplier shall promptly correct, at no cost to the Purchaser, any defect in any goods or parts repaired or replaced pursuant to Clauses 21.3, 21.4 and 21.5 above, upon receipt of a written notice of defect within 12 months of the acceptance of the repaired or replaced goods or parts.

For the purposes of the warranty, the place(s) of final destination(s) shall be: ***[insert final destination]***

21.5 The period for repair or replacement shall be: ***[insert number of days]*** days.

28 **Termination**

28.4 (a) The effective date of the termination notice shall be: ***[insert number of days/weeks]*** days/weeks ***[delete as applicable]*** from the date of the notice of termination.

The period for the effectiveness of the termination notice shall be appropriate to the nature of the goods to be provided under the contract.

Contract Forms

This Section contains Contract Forms which once completed will constitute part of the Contract.

The forms for Contract Agreement, Performance Security and Advance Payment Security, when required, shall only be completed by the successful Participant after the Contract award.

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1. Letter of Acceptance

[on letterhead paper of the Purchaser]

[on letterhead paper of the Client]

..... *[insert date]* day of *[insert: month]*, *[insert: year]*.

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

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

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

1. In accordance with Instructions to Participants of the Tender Document, within seven (7) calendar days of receipt of this notification of award, the Supplier is required to acknowledge receipt of the notification of award and to furnish the Purchaser with details of the bank account(s) that the Supplier proposes to use for the purpose of receiving payments due under the Contract, in the following format:

Payee's Account Name:

Payee's Account No. (IBAN):

Payee's Bank Name:

Payee's Bank Address:

SWIFT CODE:

In the event that payments are to be made in a currency which is not the currency of the country of the Supplier, the correspondent bank details shall be furnished in the following format:

Payee's Bank's Correspondent details:

Correspondent Bank Name:

Address:

Account Name (IBAN):

Account Number:

SWIFT CODE:

2. In accordance with ITP 36.2, upon receipt of the Supplier's acknowledgement of the notification of award and bank account details, the Purchaser shall sign and send to the Supplier the Contract Agreement. In accordance with ITP 37.2, within fourteen (14) calendar days of Supplier's receipt of the Contract Agreement, the Supplier shall sign, date and return the Contract Agreement to the Purchaser.

3. Within the period specified in the Contract the Supplier shall furnish the Purchaser with a Performance Security in the amount of *[insert amount (s) in figures and words and name(s) of currency(ies)]* in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section VII, Contract Terms and Conditions.

4. In addition you are requested to provide a cash flow forecast estimating the payments under the contract which you expect to come due during each month starting from the Contract signing date.

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

2. Contract Agreement

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

BETWEEN

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

And

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

WHEREAS the Purchaser invited tenders for Goods and Related Services, described as *[insert brief description of the Goods and Related Services]* and has accepted a Tender by the Supplier for the supply of these Goods and Related Services, and the Purchaser agrees to pay the Supplier the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents, in order of precedence, shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Tender
 - (c) the Addenda Nos *[insert addenda numbers if any]*
 - (d) the Particular Conditions
 - (e) the General Conditions
 - (f) the Requirements
 - (g) the Drawings; and
 - (h) the completed Schedules and any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to supply of the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Payment of the amounts due to the Supplier under the Contract may only be made to the following bank account(s):

Payee's Account Name:

Payee's Account No. (IBAN):

Payee's Bank Name:

Payee's Bank Address:

SWIFT CODE:

Insert details of the bank account(s) nominated by the Supplier for the purpose of receiving payments

due under the Contract.

Payee's Bank's Correspondent details:

Correspondent Bank Name:

Address:

Account Name (IBAN):

Account Number:

SWIFT CODE:

The above provision pertaining to correspondent bank details shall be deleted if not applicable.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Agreement to be executed in accordance with the laws of **[name of the borrowing country]** on the day, month and year indicated above.

Signed by:	Signed by:
Name and Title of Signatory	Name and Title of Signatory
For and on behalf of the Purchaser in the presence of	for and on behalf the Supplier in the presence of
Witness:	Witness:
Name:	Name:
Address:	Address:
Date:	Date: _

3. Performance Security

Note for Participant (the Supplier) - All italicised text is for use in preparing this form and shall be deleted from the final document.

[Guarantor Letterhead and SWIFT identifier code]

To: ***[Insert name and address of Beneficiary (the Purchaser)]***

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

Type of Guarantee: ***Performance Guarantee***

Guarantee No.: ***[Insert guarantee reference number]***

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

The Supplier: ***[Insert name and address of the Supplier]***

The Beneficiary: ***[Insert name and address of the Purchaser]***

The Underlying Relationship: ***The Supplier's obligation in respect of [insert reference number and details of the contract]***

Guarantee Amount and currency: ***[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]***

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below: ***The Beneficiary's demand in writing declaring the Supplier to be in default under the Contract***

Language of any required documents: ***[Insert "English" or the language of the contract document if not in English]***

Form of Presentation: ***[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]***

Time as from which a demand can be presented if different from the date of issue:

Variation of Amount Clause

The Guarantee Amount will be increased by presentation to the Guarantor of the Participant's statement that the underlying contract was amended to increase the scope or value of the works and specifying the amount and currency or the new value.

Guarantee Expiry: ***This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year]***

Any demand for payment under this guarantee must be received by the Guarantor on or before the

expiry date.

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

..... **[Seal of Bank and Signature(s) of authorised representatives of the bank].**

4. Advance Payment Security

Note for Participant (the Supplier) - All italicised text is for use in preparing this form and shall be deleted from the final document.

[Guarantor Letterhead and SWIFT identifier code]

To: ***[Insert name and address of Beneficiary (the Purchaser)]***

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

Type of Guarantee: ***Advance Payment Guarantee***

Guarantee No.: ***[Insert guarantee reference number]***

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

The Supplier: ***[Insert name and address of the Supplier]***

The Beneficiary: ***[Insert name and address of the Purchaser]***

The Underlying Relationship: ***The Supplier's obligation in respect of [insert reference number and details of the contract]***

Guarantee Amount and currency: ***[Insert in figures and words the maximum amount(s) payable and the currency(ies) in which it is payable]***

Any document required in support of the demand for payment, apart from the supporting statement that is explicitly required in the text below:

The Beneficiary's first demand in writing accompanied by a written statement stating:

(a) the Supplier has failed to repay the advance payment in accordance with the conditions of the Contract; and

(b) the amount which the Supplier has failed to repay.

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

Language of any required documents:

[Insert "English" or the language of the contract document if not in English]

Form of Presentation:

[Insert paper or electronic form. If paper indicate mode or delivery. If electronic indicate the format, system for data delivery and the electronic address for presentation]

Time as from which a demand can be presented if different from the date of issue:

Variation of Amount Clause

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Supplier as indicated in copies of interim statements or payment certificates which shall be presented to the Guarantor

Guarantee Expiry:

This guarantee shall expire, at the latest, upon our receipt of a copy of

the interim payment certificate indicating that [insert percentage in figures and words] percent of the Contract Price has been certified for payment, or on the **[insert number]** day of **[insert month]** **[insert year]**, whichever is earlier.

Any demand for payment under this guarantee must be received by the Guarantor on or before the expiry date.

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

..... **[Seal of Bank and Signature(s) of authorised representatives of the bank]**