

**Lao People’s Democratic Republic**

**Peace Independence Democracy Unity Prosperity**

**STANDARD OPEN BIDDING DOCUMENT**

**THE PROCUREMENT OF GOODS OR NON-CONSULTING SERVICES**

**​ HARMONIZED VERSION**

**Prepared by: Ministry of Finance**

**Supported by: Public Finance Management Reform Project**

**(Funded by the European Union and implemented by the World Bank)**

**Abbreviations**

​ August, 2021

ADB…………. Asian Development Bank

BDS…………. Bid Data Sheet

EXP…………. Experience Form

GCC………… General Conditions of Contract

ICC…………. International Chamber of Commerce

IFB…………. Invitation for Bids

Incoterms… International Commercial Terms

ITB…………. Instructions to Bidders

JV…………… Joint Venture

MOF…………. Ministry of Finance

OB………… Open Bidding

SBD………… Standard Bidding Document

SCC………… Special Conditions of contract

WB…………. World Bank

**Introduction**

1. The Harmonized open bidding for the Procurement of Goods or Non-Consulting Services NCS *(Harmonized OB-SBD Goods or NCS)* has been modified and edited From National Competitive bidding document for procurement of goods 2015 edition jointly by Ministry of Finance (MoF) of the Lao PDR, World Bank (WB), Asian Development Bank (ADB) intent to use for Procurement of Goods or Non-Consulting Services NCS by open bidding procedure. This Harmonized open bidding for the Procurement of Goods or Non-Consulting Services *(Harmonized OB-SBD Goods or NCS)* is based on National Competitive Bidding (OB) Master Document for Procurement of Goods, prepared by the Multilateral Development Banks and international Financing Institution. It reflects the structure and the provisions of the Master Document, except where specific considerations within the WB, ADB and the MoF have required a change.
2. The (*Harmonized OB-SBD* *Goods or NCS) requires* Bidders to submit the information pertaining to their qualifications together with their bids. In this event, it will be necessary to ensure that a Bidder’s risk of having its bid rejected on grounds of qualification is remote if due diligence is exercised by the Bidder during bid preparation. For that purpose, fail-pass qualification criteria need to be specified by the Procuring Entity in both the Invitation for Bids as well as the Bidding Document in order to enable Bidders to make an informed decision whether to pursue a specific contract and, if so, either as a single entity or in joint venture. Qualification criteria, requirements and relevant forms for submission are covered in Section III (Evaluation and Qualification Criteria) and Section IV (Bidding Forms).
3. The provisions in **Section I, Instructions to Bidders** and **Section VIII, General Conditions of Contract, must be used with their text unchanged.** Any data and provisions that these sections require for a specific procurement andcontract shall be included respectively in **Section II, Bid Data Sheet and Section IX, Special Conditions of Contract**.

Therefore, hopefullyThis Harmonized OB-SBD for Procurement of Goods or Non-Consulting Services NCS *(Harmonized RFQ-SBD Goods or NCS*) will help the Procuring Entity or Project owner have the facility in the preparation and make the corrected bidding documents in line with the law and its regulation.

Minister of Finance

**Lao People's Democratic Republic**

Peace Independence Democracy Unity Prosperity

**Project Name:**

**Funded/Financed by:**

|  |
| --- |
| *[enter here the name and address of the Procuring Entity]* |

**BIDDING DOCUMENT**

**FOR PROCUREMENT OF GOODS OR**

**NON-CONSULTING SERVICES**

(HARMONIZED VERSION-2021)

|  |
| --- |
| *[enter here the name of contract]* |

**Invitation for Bid No:**

**Issued on:  
Bid Package No:**

**(Month, Year)**

|  |
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| Section I. Instructions to Bidders |

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| **Instructions to Bidders** | |
|  | 1. General |
| **1.** **Scope of Bid** | * 1. In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS),** the Procuring Entity, **as specified in the BDS-ITB 1.1,** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this Open Bidding (OB) procurement are **specified in the BDS-ITB 1.1.**   2. Throughout these Bidding Documents:  the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;  * + 1. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and     2. “day” means calendar day. |
| 2.Source of Funds | If the contract is financed by the state budget, the following wording in ITB 2.1 and ITB 2.2 shall be used   1. The Procuring Entity has been allocated state budget as indicated in the **BDS - ITB 2.1** and intends to apply a portion of the funds to eligible payments under the Contract for which this Bidding Document is issued.   2.2 For the purpose of this provision, “state budget” means domestic funds from the Lao Government.  If the contract is financed by the World Bank (WB) or Asian Development Bank (ADB), the following wording of ITB 2.3 and ITB 2.4 should be used   * 1. The Lao People's Democratic Republic (Lao PDR, hereinafter called “Borrower”) has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association, or the Asian Development Bank (hereinafter called “the Bank”) in an amount **specified in BDS- ITB 2.1,** toward the project named **in Section II, Bid Data Sheets.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.   2. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing). |
| 3.Corrupt and Fraudulent Practices | 3.1 The Government and/or the Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI. 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Government and/or the Bank (depending on the source of financing) to inspect all accounts, records, and other documents relating to the submission of bid and contract performance (in the case of award), and to have them audited by auditors appointed by the Government and/or Bank. |
| 4.Eligible Bidders | * 1. This Invitation for Bids is open to eligible Bidders from Lao PDR. Foreign individuals, legal entities as specified in Section V can also participate.   2. A Bidder may be a firm that is a private entity, a government-owned entity– subject to ITB4.5 -- or any combination of such entities in the form of a Joint venture (JV) under an existing agreement or with the intent to enter into such agreement supported by a letter of intent. In case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS-ITB 4.2,** there is no limit on the number of members in a JV.   3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to be in a conflict of interest with one or more parties in this bidding process, if, including but not limited to:  they have controlling shareholders in common; orthey receive or have received any direct or indirect subsidy from any of them; orthey have the same legal representative as another Bidder for the purpose of this bidding; orthey have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information or improperly influence the bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; ora bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a) - (d) above, this does not limit the inclusion of the same subcontractor in another bid or of a firm as a subcontractor in more than one bid; ora bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; ora bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; orthey would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that they provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with them; orthey have a close business or family relationship with a professional staff of the Procuring Entity who: (1) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (2) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Government or WB/ADB (depending on the financing) throughout the procurement process and execution of the contract  * 1. A Bidder that has been sanctioned by the MoF or the WB/ADB (depending on the financing) in accordance with the above ITB 3.1 shall be ineligible to be qualified for, bid for, or be awarded a government or Bank-financed contract or benefit from such contract, financially or otherwise, as appropriate, during such period of time as the Bank or Government shall have determined. The list of debarred firms and individuals by the Bank is available at the electronic address **specified in the BDS- ITB 4.4.**   2. Bidders that are Government-owned enterprises or institutions in Lao PDR may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Procuring Entity. To be eligible, a government-owned enterprise or institution shall establish to the Procuring Entity or Bank’s satisfaction, through all relevant documents, including its Charter and other information the Procuring Entity or Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.   3. A Bidder shall not be under suspension from bidding by the Procuring Entity as the result of the operation of a Bid–Securing Declaration.   4. The Bidder shall have fulfilled its obligations to pay taxes and security contributions under the relevant national laws and regulations.   5. A Bidder shall provide such evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request. |
| 5.Eligible Goods and Related Services | * 1. All the Goods and Related Services to be supplied under the Contract that is financed by the WB and ADB may have their country of origin in accordance with Section V, Eligible Countries. Eligible Countries and **BDS – ITB 5.1**, and all expenditures under the Contract will not contravene such restrictions. At the Procuring Entity’s request, Bidders may be required to provide evidence of the origin of goods and services.   2. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.   3. The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
|  | B. Contents of Bidding Document |
| 6.Sections of Bidding Document | * 1. The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8. |
|  | * 1. The Invitation for Bids issued by the Procuring Entity is not part of the Bidding Document.   2. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.   3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents. |
| 7.Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting | * 1. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity’s address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in accordance with BDS 7.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS.** The Procuring Entity shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so, **specified in the BDS**, the Procuring Entity shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.3.   2. **If specified in BDS – ITB 7.2**, The Bidder is encouraged, to submit any questions in writing, to reach the Procuring Entity prior 3 working days to the pre-bid meeting.   3. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3.   4. **If specified in** **BDS – ITB 7.4**, Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. |
| 8.Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of bids, the Procuring Entity for any reason, on its own initiative or in response to a clarification request in writing from a bidder having purchased the Bidding Document, may amend the Bidding Documents by issuing addenda.   2. Any amendment issued shall be an integral part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Procuring Entity in accordance with ITB 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity’s web page in accordance with ITB 7.1.   3. To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.3. |
|  | C. Preparation of Bids |
| 9.Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 10.Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in Laotian Language, unless specified otherwise in the BDS**.** Supporting documents and printed literature furnished by the Bidder as part of the Bid may be in another language provided, they are accompanied by an accurate translation of the relevant passages into the Laotian Language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern.   2. The Bidder shall bear all costs of translation to the Laotian Language and all risks of the accuracy of such translation if any document is submitted, as part of the Bid in a language other than Laotian. |
| 11.Documents Comprising the Bid | * 1. The Bid shall comprise the following:  Letter of Bid in accordance with ITB 12;  * + 1. completed schedules, in accordance with ITB 12 and 1  Bid-Securing Declaration, in accordance with ITB 19.1;Alternative bids, if permissible, in accordance with ITB 13;written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract if its bid is accepted and establishing Bidder’s eligibility;documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;any other document **required in the BDS-ITB11.1.** 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.  11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| 12.Letter of Bid and Price Schedules | * 1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested. |
| 13.Alternative Bids | * 1. Unless otherwise **specified in the BDS-ITB 13.1,** alternative bids shall not be considered. |
| 14.Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.   2. All lots (contracts) and items must be listed and priced separately in the Price Schedules.   3. The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.   4. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1, or through “modification” or “substitution” in accordance with ITB 24.   5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS-ITB14.5**. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.   6. If so, specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS-ITB14.6,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.   7. The terms DDP, EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS-ITB14.7.**   8. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country in the case of Bank financing. Similarly, the Bidder may obtain insurance services from any eligible country in the case of Bank financing. Prices shall be entered in the following manner:  1. For Goods, the price shall be quoted DDP final destination specified in the BDS-ITB14.8(a) including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods as well as sales tax and other taxes including profit tax which will be payable on the Goods if the contract is awarded to the Bidder; and 2. for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: 3. the price of each item comprising the Related Services (inclusive of any applicable taxes). |
| 15.Currencies of Bid and Payment | * 1. The currency of the bid and the currency of payments shall be Lao KIP**.** |
| 16.Documents Establishing the Eligibility and Conformity of the Goods and Related Services | * 1. For contracts financed by the WB or ADB, to establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.   2. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.   3. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.   4. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS-ITB16.4** following commencement of the use of the goods by the Procuring Entity.   5. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements. |
| 17.Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.   2. The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity’s satisfaction:      1. that, if **required in the BDS-ITB17.2(a),** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Lao PDR;      2. that, if **required in the BDS-ITB17.2(b),** in case of a Bidder not doing business in Lao PDR, the Bidder is or will be (if awarded the contract) represented by an Agent in Laos equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and      3. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. |
| 18.Period of Validity of Bids | * 1. Bids shall remain valid for the period **specified in the BDS-ITB18.1** after the bid submission deadline date prescribed by the Procuring Entity in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.   2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.2.   3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:      1. In the case of fixed price contracts financed by the ADB or WB, the Contract price shall be the bid price adjusted by the formula **specified in the BDS-ITB18.3(a)**.      2. In the case of adjustable price contracts, no adjustment shall be made.      3. In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above. |
| 19.Bid Security | * 1. The Bidder shall furnish as part of its bid a Bid-Securing Declaration in original form or cash or Bank Guarantee for Bid Security provided in Section IV**.**   2. A Bid Securing Declaration and Bank Guarantee for Bid Security shall use the form included in Section IV.   3. Any Bid not accompanied by a substantially responsive Bid Securing Declaration or Bank Guarantee in accordance with ITB 19.1 shall be rejected by the Procuring Entity as non-responsive   4. The Bid Securing Declaration or Bank Guarantee may be executed, and the Procuring Entity may declare the Bidder ineligible to be awarded a contract for two years:  if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; orif the successful Bidder fails to:sign the Contract in accordance with ITB 39; orfurnish a performance security in accordance with ITB 40.  * 1. The Bid- Securing Declaration or Bank Guarantee of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 20.2 and ITB 11.2 |
| 20.Format and Signing of Bid | * 1. The Bidder shall prepare one (1) original of the documents comprising the bid as described in ITB 11 and clearly mark it “Original.” Alternative bids, if permitted in accordance with ITB 13, shall be marked “Alternative.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS-ITB20.1 and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.   2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS-ITB20.2 and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.   3. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.   4. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid. |
|  | D. Submission and Opening of Bids |
| 21.Sealing and Marking of Bids | * 1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.   2. The inner and outer envelopes shall:  bear the name and address of the Bidder;be addressed to the Procuring Entity at the address specified in ITB 22.1 of the BDS;bear the specific identification of this bidding process indicated in ITB1.1**;** andbear a warning “NOT TO OPEN” before the time and date for bid opening.  * 1. If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid. |
| 22.Deadline for Submission of Bids | * 1. Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in BDS-ITB 22.1.**   2. Bids may be hand delivered, posted by registered mail or sent by courierunder the responsibility of Bidders. The Procuring Entity shall, on request, provide the Bidder with a receipt showing the date and time when its Bid was received.   3. The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 23.Late Bids | * 1. The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 24.Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the valid authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:  1. prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and 2. received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB 22.    1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.    2. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. |
| 25.Bid Opening | * 1. Except as in the cases specified in ITB 23 and 24, the Procuring Entity shall publicly open and read out in accordance with ITB25.3 all bids received by the deadline at the date, time and place **specified in the BDS-ITB 25.1** in the presence of Bidders’ designated representatives and anyone who choose to attend.   2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the valid authorization confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.   3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Securing Declaration, and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Procuring Entity attending bid opening in the manner **specified in BDS-ITB 25.3.** The Procuring Entity shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).   4. The Procuring Entity shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. |
| E. Evaluation and Comparison of Bids | |
| 26.Confidentiality | * 1. Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with ITB 38.   2. Any effort by a Bidder to influence the Procuring Entity in the evaluation of the bid or contract award decisions may result in the rejection of its Bid.   3. Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing. |
| 27.Clarification of Bids | * 1. To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the bids, in accordance with ITB 31.   2. If a Bidder does not provide clarifications of its bid by the date and time set in the Procuring Entity’s request for clarification, its bid may be rejected. |
| 28.Deviations, Reservations, and Omissions | * 1. During the evaluation of bids, the following definitions apply:  1. “Deviation” is a departure from the requirements specified in the Bidding Documents; 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and 3. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents |
| 29.Determination of Responsiveness | * 1. The Procuring Entity’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.   2. A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  if accepted, wouldaffect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; orlimit in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity’s rights or the Bidder’s obligations under the Contract; orif rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.  * 1. The Procuring Entity shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.   2. If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| 30.Nonconformi­ties, Errors and Omissions | * 1. The Procuring Entity may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.   2. Provided that a bid is substantially responsive, the Procuring Entity may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.   3. Provided that a bid is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. |
| 31.Correction of Arithmetical Errors | 1. Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:  if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; andif there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid. |
| 32.Evaluation of Bids | * 1. In the case of Government financed contract, the evaluation of Bids will be applied only to Bidders meeting the qualifying criteria specified in ITB 35.   2. The Procuring Entity shall use the criteria and methodologies listed in Section III No other evaluation criteria or methodologies shall be permitted.   3. To evaluate a Bid, the Procuring Entity shall consider the following:  evaluation will be done for Items or Lots (contracts), as **specified in the BDS-ITB32.3(a);** and the Bid Price as quoted in accordance with ITB 14;price adjustment for correction of arithmetic errors in accordance with ITB 31;price adjustment due to discounts offered in accordance with ITB 14.4;price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;the additional evaluation factors are specified in Section III - Evaluation and Qualification Criteria;  * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.   2. If the Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III - Evaluation and Qualification Criteria   3. The Procuring Entity’s evaluation of a bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid.   4. The Procuring Entity’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in BDS-ITB 32.7** from amongst those set out in Section III - Evaluation and Qualification Criteria). |
| 33.Comparison of Bids | * 1. The Procuring Entity shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 32.2 to determine the lowest evaluated bid. The comparison shall be on the basis of DDP (place of destination) prices, together with prices for any required installation, training, commissioning and other services. |
| **34. Abnormally Low Bids** | 1. An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.   34.2 When the offered bid price appears to be abnormally low; the Procuring Entity shall undertake a three-step review process as follows:  (a) identify abnormally low costs and unit rates by comparing them with the engineer’s estimates, other substantially responsive bids, or recently awarded similar contracts;  (b) clarify and analyze the bidder’s resource inputs and pricing, including overheads, contingencies and profit margins; and  (c) decide whether to accept or reject the bid.   * 1. With regard to ITB 34.1(b) above, the Procuring Entity will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.   2. After examining the explanation given and the detailed price analyses presented by the bidder, the Procuring Entity may:   (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;  (b) accept the bid, but include as a condition of contract an obligation on the Bidder to bear any additional cost resulting from the abnormally low bid; in the case of Bank-financed contract, the Procuring Entity may require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Procuring Entity against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or  (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price and make a similar determination for the next ranked bid, if required. (ADB). |
| 35. Qualification of the Bidder | * 1. For Government financed contracts, the Procuring Entity shall, before evaluating the Bids, determine to its satisfaction whether the Bidders submitting Bids meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. Bids by any Bidder which fails to meet those qualifying criteria shall be rejected and their Bids shall not be considered further.   2. For contracts financed by the WB or the ADB, following the evaluation of all Bids, the Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.   3. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17.   4. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily. |
| 36. Procuring Entity’s Right to Accept Any Bid, and to Reject Any or All Bids | * 1. The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted shall be promptly returned to the Bidders |
| 37. Notice of Intention for Award of Contract | 1. The Procuring Entity shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award has 14 days for the bidders who would like to ask for the details of this notification. (For the Project supported by WB and ADB, form1 will be applied and attached in the bidding document); for the Project supported by Government, form2 will be applied. The detail is specified in BDS-ITB37.1   shall contain, at a minimum, the following information:   1. the name and address of the Bidder submitting the successful Bid; 2. the Contract price of the successful Bid; 3. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated; 4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason; 5. the expiry date of the Standstill Period; 6. instructions on how to request a debriefing and/or submit a complaint during **the standstill period**. The standstill period shall be 14 days subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award. |
|  | F. Award of Contract |
| 38. Award Criteria | * 1. Subject to ITB 35.1, the Procuring Entity shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.   2. A Bidder shall not be required, as a condition for award, to undertake responsibilities not stipulated in the bidding documents, to change its price or otherwise to modify its Bid. |
| 39. Procuring Entity’s Right to Vary Quantities at Time of Award | * 1. At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity and items of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS-ITB 39.1,** and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| 40. Notification of Award | * 1. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter called the “Letter of Acceptance” shall specify the sum that the Procuring Entity will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Procuring Entity shall also notify all other Bidders of the results of the bidding identifying the bid and lot (contract) numbers and the following information:   (i) name of each Bidder who submitted a Bid;  (ii) bid prices as read out at Bid Opening;  (iii) name and evaluated prices of each Bid that was evaluated;  (iv) name of bidders whose bids were rejected and the reasons for their rejection; and  (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.   * 1. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.   2. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its bid was not selected. |
| 41. Signing of Contract | * 1. Promptly after notification, the Procuring Entity shall send the successful Bidder the Contract Agreement.   2. Not less than fourteen days (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity. or sign the contract at a Singing Ceremony if instructed by the Procuring Entity.   3. The signed Contract Agreement should be registered by the contractor, in accordance with the Decree on contract registration.   4. Notwithstanding ITB 39.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to Lao PDR, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Procuring Entity and of the ADB or WB that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract |
| 42. Performance Security | 42.1 Within fourteen (14) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX.  42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and execution of the bid securing declaration. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily. |
| 43. Right to Complain of Bidder | 43.1 Any Bidder has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Procuring Entity pursuant to the Law and Instruction.  43.2 The Complaint shall firstly be made to the Procuring Entity following the procedures set out in the instruction on implementation of law. The place and address for submission of complaints submission to the Administrative Authority is provided in the BDS.  43.3 If not satisfied with the outcome, the Bidder may complain to the Ministry of Finance – Public Procurement Division which will conduct and administrative review. The place and address for the first step in the submission of complaints is provided in the BDS-ITB 43.3.  43.4 The Bidder may subsequently file a complaint with the court if it is not satisfied with the resolution of ITB 41.2 and 41.3, pursuant to the Procurement Law and Procurement Instruction.  43.5 If the contract is to be financed by the WB or the ADB, all the complaints should be processed in accordance with the Regulations of the ADB or WB. The Regulations can be found at: [Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations) or [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III) for the World Bank and [https://www.adb.org/documents/bidding-related-complaints](https://nam03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.adb.org%2Fdocuments%2Fbidding-related-complaints&data=04%7C01%7Cbmesfin%40worldbank.org%7C9b842f50bb1d4ffe5c1b08d886f1f7c4%7C31a2fec0266b4c67b56e2796d8f59c36%7C0%7C0%7C637407721096835695%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=tnM30eugK787Fo3mWcoLzBxbV8aSmpZqfhS0XN4DP%2F0%3D&reserved=0) for ADB. | |
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| Section II.Bid Data Sheet (BDS)  The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.  *[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]* | |
| **ITB Clause Reference** | **A. General** |
| **ITB 1.1** | The reference number of the Invitation for Bids is: ***[insert reference number of the Invitation for Bids]***  The Procuring Entity is: ***[insert name of the Procuring Entity]***  The name of the contract is: ***[insert name of the contract]***  The identification number of the contract is: ***[insert number of the contract]***  The number and identification of lots (contracts) comprising RFB is: **[*insert number and identification of lots (contracts)]*** |
| **ITB 2.1** | The financing institution is ***[insert the World Bank, Asian Development Bank as appropriate]***  Loan or Financing Agreement amount: ***[insert US$ equivalent]***  ***or***  Lao Government has allocated from its state budget **[insert KIP equivalent]**  The name of the Project is: ***[insert name of the project]*** |
| **ITB 4.2** | Maximum number of members in the JV shall be: ***[insert a number]*** |
| ITB 4.4 | Lists of debarred firms and individuals is available at the Bank’s external websites:  The World Bank: www.worldbank.org/debarr  For ADB: Please coordinate with ADB's Office of Anticorruption and Integrity ([integrity@adb.org](mailto:integrity@adb.org) or [anticorruption@adb.org)](mailto:anticorruption@adb.org) for complete access to the list. |
| ITB 5.1 | [If the contract is financed by WB and ADB] The section is revised as:  For purposes of ITB5.1, origin means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components. |
|  | **B.** **Contents of Bidding Documents** |
| ITB 7.1 | For **Clarification of bid purposes** only, the Procuring Entity’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****]*  Country: **Lao PDR**  Telephone: *[****insert telephone number, including country and city codes****]*  Electronic mail address: *[****insert email address, if applicable****]*  Requests for clarification should be received by the Procuring Entity no later than: ***[insert no. of days].***  Web page: ***[insert web page address]*** |
| ITB 7.2 | A site visit ***[insert “shall” or “shall not”]*** be conducted by procuring entity. |
| ITB 7.4 | A Pre-Bid meeting ***[insert “shall” or “shall not”]*** take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place: ***[insert date, time & place below, if applicable]***  Time: ***[insert time]***  Place: ***[insert date]*** |
|  | **C.** **Preparation of Bids** |
| ITB 11.1 | The Bidder shall submit the following additional documents in its bid: ***[list any additional document not already listed in ITB Sub-Clause 11.1 that must be submitted with the Bid]*** |
| ITB 13.1 | Alternative Bids ***[insert “shall be” or “shall not be”]*** considered.  ***[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details ]:*** |
| ITB 14.5 | The prices quoted by the Bidder **[insert “shall “or “shall not”]** be subject to adjustment during the performance of the Contract. |
| ITB 14.6 | Prices quoted for each lot (contract) shall correspond at least **to *[insert figure*]** percent of the items specified for each lot (contract).  Prices quoted for each item of a lot shall correspond at least to **[insert figure]** percent of the quantities specified for this item of a lot. |
| ITB 14.7 | The Incoterms edition is: **[*insert relevant edition*]***.* |
| ITB 14.8 (a) | Place of Destination: **[*insert named Place of destination as per Incoterm used]*** |
| ITB 16.4 | Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***[insert duration*]** |
| ITB 17.2 (a) | Manufacturer’s authorization is: ***[insert “required” or “not required”]*** |
| ITB 17.2 (b) | After sales service is: ***[insert “required” or “not required”]*** |
| ITB 18.1 | The bid validity period shall be ***[insert a number of days that is a multiple of seven counting as of the deadline for bid submission]*** days. |
| ITB 18.3 (a) | In the case of fixed price contracts financed by ADB or the WB, the bid price shall be adjusted by the following formula: P=P0\*(1+0.07\*(V-56)/365)  P: Price after adjustment  P0: Original bid price  V: period of extension beyond the original bid validity period (in days). |
| ITB 19 | Bid Security shall be provided in the form of Bid Securing Declaration or Bank Guarantee of no less than 2% of bid price. |
| ITB 19.4 | The Bid Securing Declaration or Bank Guarantee may be executed, and the Procuring Entity may declare the Bidder ineligible to be awarded a contract for two years |
| ITB 20.1 | In addition to the original of the bid, the number of copies is**: *[insert number of copies]*** |
| ITB 20.2 | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: *[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the bid].*** |
|  | **D. Submission and Opening of Bids** |
| **ITB 22.1** | For **bid submission purposes** only, the Procuring Entity’s address is: ***[insert all required and applicable information]***  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***]  Country: Lao PDR  **The deadline for bid submission is:**  Date: ***[insert day, month, and year, i.e. 15 June 2020]***  Time: [***insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.****]*  ***[The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to Clause 22.3*.]**  Bidders ***[insert “shall” or “shall not”]*** have the option of submitting their bids electronically.  If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: ***[insert a description of the electronic bidding submission procedures]*** |
| ITB 25.1 | The bid opening shall take place at:  Street Address: [***insert street address and numbe****r]*  Floor/ Room number: [***insert floor and room number, if applicable****]*  City: [***insert name of city or town****]*  Country: Lao PDR  Date: ***[insert day, month, and year, i.e. 15 June 2020]***  Time: [***insert time and identify if a.m. or p.m. i.e. 10:30 a.m.****]* ***[Date and time should be the same as those given for the deadline for submission of bids (Clause 22).]*** |
| ITB 25.3 | The Letter of Bid and Price Schedules shall be initialed by ***[insert number of initials]*** representatives of the Procuring Entity conducting Bid opening*.* ***[Insert procedure: Example: Each Bid shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Procuring Entity, etc.]*** |
|  | **E. Evaluation and Comparison of Bids** |
| ITB 32.3(a) | Evaluation will be done for ***[Select Items or Lots (contracts)]***  Note:  *[****Select one of the two sample clauses below as appropriate***  ***Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.***  ***Or***  ***Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.]*** |
| ITB 32.7 | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: [***refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]***   1. Deviation in Delivery schedule: ***[insert Yes or No. If yes insert the adjustment factor]*** 2. Deviation in payment schedule: ***[insert Yes or No. If yes insert the adjustment factor]*** 3. the cost of major replacement components, mandatory spare parts, and service: ***[insert Yes or No. If yes, insert the Methodology and criteria]*** 4. the availability in the Procuring Entity’s Country of spare parts and after-sales services for the equipment offered in the bid ***[insert Yes or No, if yes, insert the Methodology and criteria]*** 5. the projected operating and maintenance costs during the life of the equipment ***[insert Yes or No, If yes, insert the Methodology and criteria]*** 6. the performance and productivity of the equipment offered; *[Insert* ***Yes or No. If yes, insert the Methodology and criteria]***   ***[insert any other specific criteria]*** |
|  | **F. Award of Contract** |
| ITB 37 | The Notification of Intention to Award [Insert form1 for the Projects supported by ADB or WB, or form2 for the Project supported by Government. shall be 14 days within which any unsuccessful bidder can challenge the proposed award. The details of sending Complaint application form is mentioned in the form. |
| ITB 39.1 | *Please delete if not applicable*  The maximum percentage by which quantities and items may be increased is: ***[insert percentage]***  The maximum percentage by which quantities and items may be decreased is: ***[insert percentage]*** |
| ITB 43.3 | The name and address of the office where complaints to the Procuring Entity are to be submitted is: **[Insert].** |

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Procuring Entity shall use to evaluate a bid and qualify the Bidders. In accordance with ITB 32 and ITB 35, no other factors, methods or criteria shall be used.

**[The Procuring Entity shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]**

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[2. Qualification (ITB 35) 31](#_Toc58235029)

1. Evaluation (ITB 32)

**1.1. Evaluation Criteria (ITB 32.7)**

The Procuring Entity’s evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB 32.3(e) and in BDS referring to ITB 32.7**,** using the following criteria and methodologies.

(a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS 32.7, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Schedule of Requirements.

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

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

**or**

(ii) The SCC stipulates the payment schedule specified by the Procuring Entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring Entity, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS 32.7.

(c) Cost of major replacement components, mandatory spare parts, and service. [insert one of the following]

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.

or

(ii) The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 16.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.

(d) Availability in Lao PDR of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in BDS 32.6, if quoted separately, shall be added to the bid price, for evaluation purposes only.

(e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS 32.6. The adjustment will be evaluated in accordance with the methodology specified in the BDS 32.6.

(f) Performance and productivity of the equipment. [insert one of the following]

(i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the bid price, for evaluation purposes if specified in the BDS 32.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the bid below the norm of 100, using the methodology specified in BDS 32.6.

or

(ii) An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS 32.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS 32.7.

(g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 32.7]

**1.2. Multiple Contracts (ITB 32.5)**

The Procuring Entity shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the qualification criteria in Section III or 35.1 and 35.2 Post-Qualification Requirements)

The Procuring Entity shall:

(a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.8

(b) take into account:

* + - 1. the lowest-evaluated bid for each lot and

(ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid

**1.3. Alternative Bids (ITB 13.1)**

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

[insert one of the following]

“A bidder may submit an alternative bid only with a bid for the base case. The Procuring Entity shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid.” or

“A bidder may submit an alternative bid with or without a bid for the base case. The Procuring Entity shall consider bids offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All bids received, for the base case, as well as alternative bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 32.”

2. Qualification (ITB 35)

**2.1 Qualification Requirements (ITB 35)**

In contracts financed by the state budget, the Procuring Entity shall, before evaluating the Bids, carry out the assessment of the qualification of the Bidder in accordance with ITB 35, using only the requirements specified.

Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(a) Financial Capability

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

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): [list the requirement(s)]

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

(d) The Bidder shall not have a record of non-performance[[1]](#footnote-1)in the past two years before the bid is submitted[[2]](#footnote-2).

Bids by any Bidder which fails to meet those qualifying criteria shall be rejected and their Bids shall not be considered further

**2.1 Post-qualification Requirements (ITB 34.2)**

In contracts financed by the WB or the ADB, after determining the lowest-evaluated bid in accordance with ITB 32.2, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB 35, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(a) Financial Capability- the Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s)]*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*

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

(d) The Bidder shall not have a record of non-performance in the past two years before the bid is submitted.

|  |
| --- |
| Section IV. Bidding Forms |

**Table of Forms**

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1. Letter of Bid

|  |
| --- |
| *The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and address.*  ***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.*** |

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

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

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

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

To: [***insert complete name of Procuring Entity*]**

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Bid Securing Declaration in the Lao PDR in accordance with ITB 4.6
4. We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[*insert a brief description of the Goods and Related Services*]**;
5. The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures];**

In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures];**

In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures]**;

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

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

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

1. Our bid shall be valid for a period as specified in ITB 18 from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
3. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3(e), other than alternative bids submitted in accordance with ITB 13;
4. We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible under the laws or official regulations of the Lao PDR, by the ADB or the WB, or by an act of compliance with a decision of the United Nations Security Council;
5. We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.4[[3]](#footnote-3);
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

1. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
3. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

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

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

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

Signature of the person named above [**insert signature of person whose name and capacity are shown above**] Date signed \_ **[insert date of signing]** day of **[insert month]**, **[insert year]**

**\***: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder  
\*\*Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

2. Bidder Information Form

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

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

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

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

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

|  |
| --- |
| 1. Bidder’s Name [*insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each member: *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information  Name: *[insert Authorized Representative’s name]*  Address: *[insert Authorized Representative’s Address]*  Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.2.  🞎 In case of Government-owned enterprise or institution, in accordance with ITB 4.4 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not dependent agency of the Procuring Entity   8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

3. Bidder’s JV Members Information Form

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

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

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

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

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

|  |
| --- |
| 1. Bidder’s Name: *[insert Bidder’s legal name]* |
| 2. Bidder’s JV Member’s name: *[insert JV’s Member legal name]* |
| 3. Bidder’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Bidder’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Bidder’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Bidder’s JV Member’s authorized representative information  Name: *[insert name of JV’s Member authorized representative]*  Address: *[insert address of JV’s Member authorized representative]*  Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Member authorized representative]*  Email Address: *[insert email address of JV’s Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.  🞎 In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.4.  8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

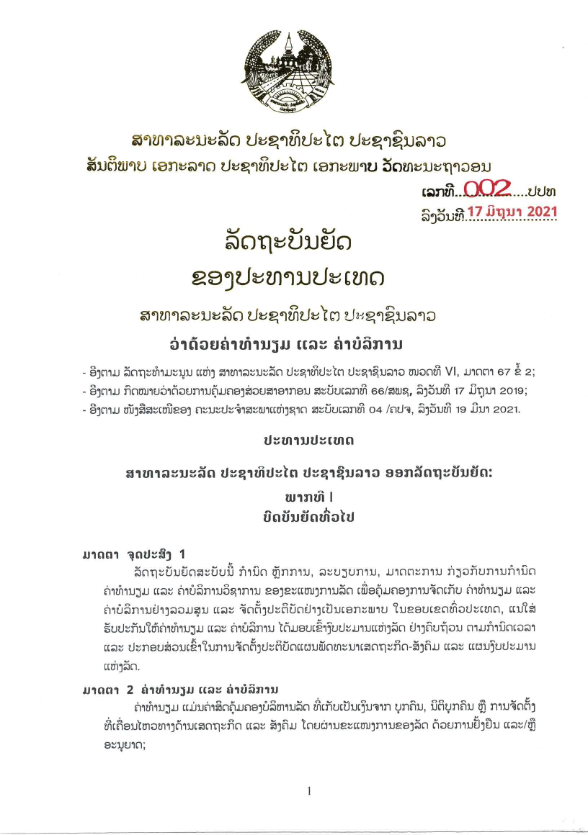
4. Price Schedule Forms

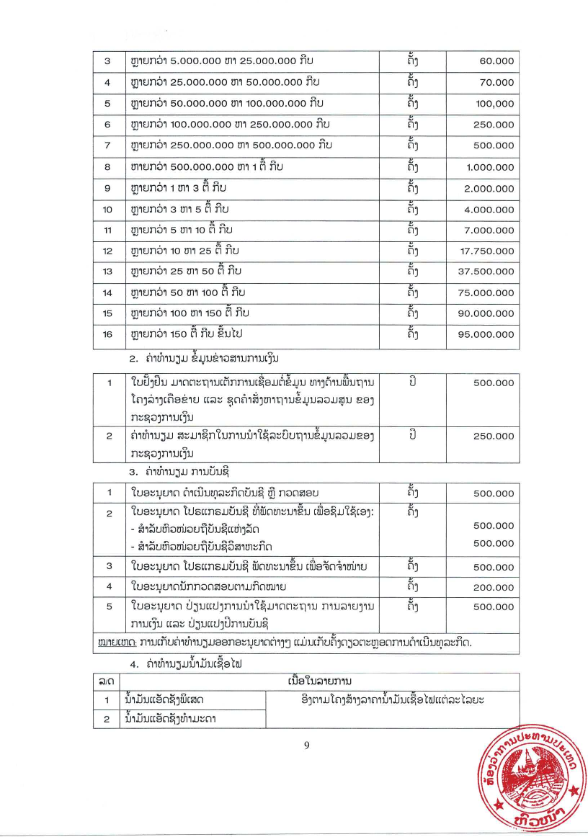
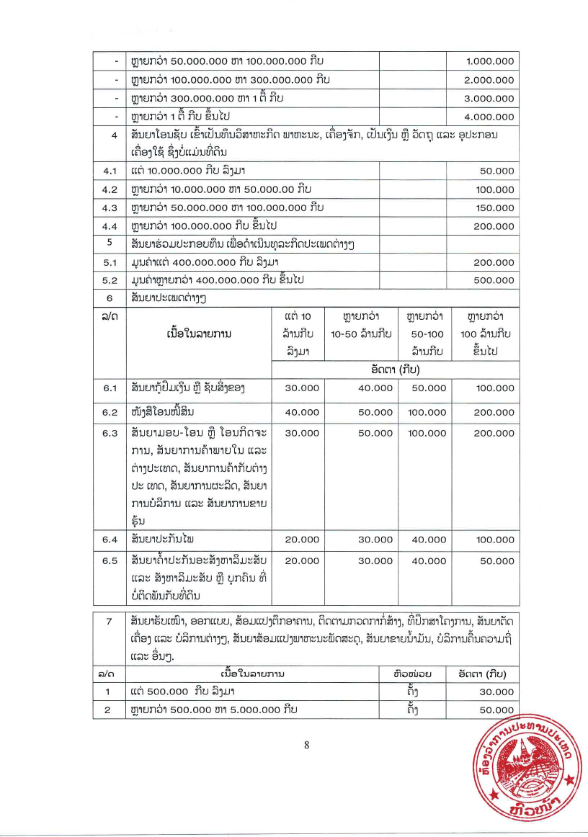
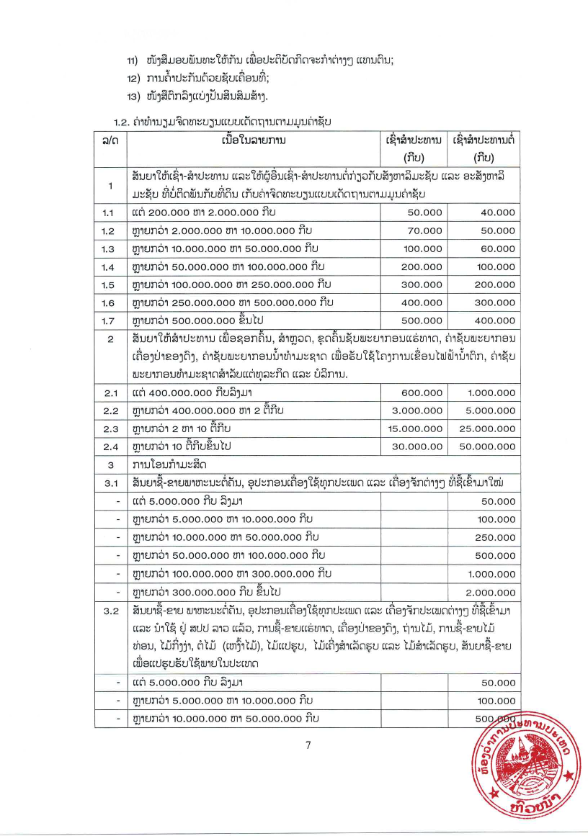
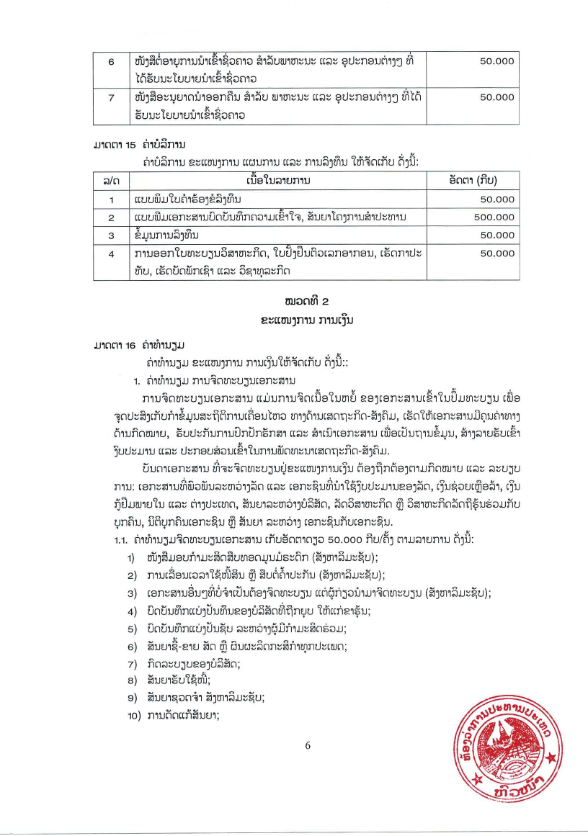
*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the* ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 5. Price Schedule | | | | | | | |
|  | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  OB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| Line Item  N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price  DDP[[4]](#footnote-4) *[insert place of destination]*  in accordance with ITB 14.8(a) | DDP Price per line item  (Col. 5x6) | |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price DDP per unit]* | *[insert total DDP price per line item]* | |
| I | Total cost | | | | |  | |
| II | VAT 10% (included total cost) | | | | |  | |
| III | Contract registration fee[[5]](#footnote-5) | | | | |  | |
|  | **Grand Total** | | | | |  | |
| NOTE: Notes: If the bidder dose not enter the value of item II, III it is considered that those cost are included in the total of the contract.  Date *[Insert Date]*  Name of Bidder *[insert complete name of Bidder]*  Signature of Bidder *[signature of person signing the Bid]* | | | | | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 6. Price and Completion Schedule - Related Services | | | | | | | | | |
|  | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  OB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | | | | | |
| 1 | 2 | 3 | | 4 | 5 | | 6 | 7 | |
| Service  N° | Description of Services (excludes inland transportation and other services required in Lao PDR to convey the goods to their final destination) | Country of Origin | | Delivery Date at place of Final destination | Quantity and physical unit | | Unit price | Total Price per Service  (Col. 5\*6 or estimate) | |
| *[insert number of the Service]* | *[insert name of Services]* | *[insert country of origin of the Services]* | | *[insert delivery date at place of final destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | | *[insert unit price per item]* | *[insert total price per item]* | |
|  |  |  | |  |  | |  |  | |
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|  |  |  | |  |  | |  |  | |
|  | | | | | | Total Bid Price | | |  |
| Date *[Insert Date]*  Name of Bidder *[insert complete name of Bidder]*  Signature of Bidder *[signature of person signing the Bid]* | | | | | | | | | |

**Attachment: Presidential Ordinance on Fee and Service Charges**





7. Form of Bid Securing Declaration

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

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

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

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

To: *[name of Procuring Entity]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract around the Country, financed by World Bank, ADB and Government of Lao PDR for the period of time of at least **two years**, the started date will be issued by Ministry of Finance**,** if we are in breach of our obligation(s) under the quotation conditions, because we:

(a) withdraw our Bid during the period of bid validity specified in the Letter of Bid; or

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

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

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

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** *[insert the name(s) of the persons authorized to sign the bid]* \_\_\_\_\_\_\_

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

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

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

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

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

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

## 8. Form Bank Guarantee for Bid Security

Logo of Commercial Bank

Bank’s Name and Address of issuing branch or office

Date:

**Bid Guarantee No.**

Beneficiary: Name and Address of the Procuring Entity,

We have been informed that *[name of Bidder]* (hereinafter called “the Bidder”) intend to submit to you its Bid dated *[date of Bid]* (hereinafter called “the Bid”) for the supply of *[description of Goods and related Services]* under the above Invitation for Bids (hereinafter called “the IFB”).

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

At the request of the Bidder, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Kip *[insert amount in figures and words]* upon receipt by us of your first written demand in writing accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

1. has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
2. does not accept the correction of errors in accordance with the Instructions to Bidders (ITB) of the IFB; or
3. having been notified of the acceptance of the Bid by the Procuring Entity during the period of Bid validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITB, or (ii) fails or refuses to execute the Contract Form,

This guarantee will expire if:

1. the Bidder is the successful Bidder, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Bidder as issued by you; or
2. if the Bidder is not the successful Bidder: twenty-eight days after the expiration of the Bidder’s Bid validity period, being *[date of expiration of the Bid].*

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

This guarantee is subject to the Amended Secured Transactions Law, dated May 20, 2005.

|  |  |
| --- | --- |
|  | Signature(s) of authorized representative(s) |

9. Manufacturer’s Authorization[[6]](#footnote-6)

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

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

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

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

To: [*insert complete name of Procuring Entity]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

Section V. Eligible Countries

**[For contracts financed by the World Bank]**

**Eligibility for the Provision of Goods, Works and Non-Consulting Services in   
Bank-Financed Procurement**

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1:  *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”].*

Under ITB 4.7(b) and 5.1:  *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

**[For contracts financed by ADB]**

**Eligibility for the Provision of Goods, Works and Non-Consulting Services in   
ADB-Financed Procurement**

A. the ADB’s ordinary capital resources, with or without co-financing resources: Unless a waiver of ADB member country procurement eligibility restrictions was approved by ADB’s Board of Directors, please insert the most recent list of ADB member countries obtainable from the ADB Business Opportunities or the ADB’s webpage at www.adb.org/about/members.

B. Asian Development Fund (ADF) resources, without co-financing resources: Unless a waiver of ADB member country procurement eligibility restrictions was approved by ADB’s Board of Directors, please insert the most recent list of ADB developed member countries that have contributed to the ADB resources, and all developing member countries.

C. Asian Development Fund (ADF) resources AND co-financing resources from anyone of the Asian Clean Energy Fund, Japan Fund for Poverty Reduction, Japan Fund for Public Policy Training, Japan Fund for Information and Communication Technology, the Investment Climate Facilitation Fund and the e-Asia and Knowledge Partnership Fund: Unless a waiver of ADB member country procurement eligibility restrictions was approved by ADB’s Board of Directors, please insert the most recent list of ADB developed member countries that have contributed to the ADF resources, and all developing member countries.

D. Asian Development Fund (ADF) resources AND any other co-financing (or joint financing) resources than those listed in the preceding paragraph: please state “No nationality restrictions apply, other than any restrictions arising from ITB 4.7.”

Section VI. Corrupt and Fraudulent Practices

**[In case of state budget funding]**

Law on Anti-Corruption No. 45/PO – 25 May 2005

**Article 2. Corruption**

Corruption is the act of an official who opportunistically uses his position, powers, and duties to embezzle, swindle [or] receive bribes or any other act provided for in Article 10 of this law, [which act is committed] to benefit himself or his family, relatives, friends, clan, or group and causes damage to the interests of the State and society or to the rights and interests of citizens.

The official stipulated in this law means leaders at all levels, administrative staff, technical staff, the staff of State enterprises, civil servants, soldiers, [and] police officers, including chiefs of villages and persons who are officially authorised and assigned to exercise any right or duty.

**Article 10. Acts that Constitute Corruption**

Acts that constitute corruption can take the following forms:

•      Embezzlement of State property or collective property;

•      Swindling of State property or collective property;

•      Taking bribes;

•      Abuse of position, power, and duty to take State property, collective property or individual property;

•      Abuse of State property or collective property;

•      Excessive use of position, power, and duty to take State property, collective property or individual property;

•      Cheating or falsification relating to technical construction standards, designs, calculations, and others;

·      Deception in bidding or concessions;

•      Forging documents or using forged documents;

•      Disclosure of State secrets for personal benefit;

•      Holding back or delaying documents.

**[In case of WB Financing]**

“**Fraud and Corruption:**

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Banks Anti-Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[7]](#footnote-7) (ii) to be a nominated[[8]](#footnote-8) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers: and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[[9]](#footnote-9) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

**[In case of ADB Financing]**

**“Fraud and Corruption”**

1.14 ADB’s anticorruption policy requires borrowers (including beneficiaries of ADB financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, 12 in the context of these Guidelines, ADB:

(a) defines, for the purposes of this provision, the terms set forth below as Follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” 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;

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) “integrity violation” means any act, as defined under ADB’s Integrity Principles and Guidelines, which violates ADB’s Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice.

(vi) “obstructive practice” means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an OAI investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding ADB’s contractual rights of audit or access to information.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged incorrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations in competing for the contract in question;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB financed administered or supported activities or to benefit from an ADB financed, administered or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices;

and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

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| --- |
| Section VII. Schedule of Requirements |

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## Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 40.

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

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| 1. List of Goods and Delivery Schedule  *[The Procuring Entity shall fill in this table, except for the column “Bidder’s offered Delivery date” to be filled by the Bidder]* | | | | | | | |
| **Line**  **Item N°** | **Description of Goods** | **Quantity** | **Physical unit** | **Final (Project Site) Destination as specified in BDS** | **Delivery (as per Incoterms) Date** | | |
| **Earliest Delivery Date** | **Latest Delivery Date** | **Bidder’s offered Delivery date [*to be provided by the bidder*]** |
|  |  |  |  |  |  |  |  |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* | *[insert the number of days following the date of effectiveness the Contract]* |
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| 2. List of Related Services and Completion Schedule  *[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]* | | | | | |
| **Service** | **Description of Service** | **Quantity[[10]](#footnote-10)** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of Services** |
|
| [insert Service No] | [insert description of Related Services] | [insert quantity of items to be supplied] | [insert physical unit for the items] | [insert name of the Place] | [insert required Completion Date(s)] |
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3. Technical Specifications

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

* *The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Procuring Entity.*
* *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
* *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
* *The Government encourages the use of metric units.*
* *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
* *Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. If available, national standards should be specified. Otherwise, recognized international standards should be specified as much as possible.* ***Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.”***  *When other particular standards or codes of practice are referred to in the TS, whether from Lao PDR or from other eligible countries in the case of Bank financing, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
* *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*

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

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

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

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

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

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

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

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

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

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

*[Insert detailed description of TS]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”\_]

4. Drawings

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

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

|  |  |  |
| --- | --- | --- |
| **List of Drawings** | | |
| Drawing Nr. | **Drawing Name** | **Purpose** |
|  |  |  |
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5. Inspections and Tests

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

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| --- |
| Section VIII. General Conditions of Contract |

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**General Conditions of Contract**

|  |  |
| --- | --- |
| **1. Definitions** | 1.1 The following words and expressions shall have the meanings hereby assigned to them: [In the case of Bank financing] “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA), or Asian Development Bank (ADB), as specified in the **SCC-GCC 1.1(a)**.“Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.“Day” means calendar day.“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.“GCC” means the General Conditions of Contract.“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.  * + 1. “country of procuring entity” is Lao PDR  “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the **SCC-GCC 1.1 (k).**“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.“SCC” means the Special Conditions of Contract.“Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.“Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.“The Project Site,” where applicable, means the place named in the **SCC-GCC 1.1 (o).**[In case of ADB financing] “Eligible Countries” means the countries and territories eligible as listed in Section V-1. |
| 2.Contract Documents | * 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. |
| 3.Corrupt and Fraudulent Practices | 3.1 [In the case of Bank financing] The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.  3.2 The Procuring Entity requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. |
| 4.Interpretation | * 1. If the context so requires it, singular means plural and vice versa.   2. Incoterms  Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties hereunder shall be as prescribed by Incoterms specified in the SCC – GCC 4.2 (a).The terms EXW, DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** – GCC 4.2 (B) and published by the International Chamber of Commerce in Paris, France.  * 1. Entire Agreement   The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.   * 1. Amendment   No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.   * 1. Non-waiver  Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  * 1. Severability   If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| 5.Language | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the Laotian Language**.** 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 Laotian Language**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.   2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. |
| 6.Joint Venture, Consortium or Association | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity. |
| 7.Eligibility | * 1. [For Bank financing] The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   2. All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. 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. |
| 8.Notices | * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC-GCC8.1.** The term “in writing” means communicated in written form with proof of receipt.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. |
| 9.Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Lao PDR**.**   2. Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Lao PDR when   (a) as a matter of law or official regulations, the Lao PDR prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Lao PDR prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 10.Settlement of Disputes | * 1. The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.   2. If, after fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC-GCC 10.2.**   3. Notwithstanding any reference to arbitration herein,      1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the Procuring Entity shall pay the Supplier any monies due the Supplier. |
| 11.Inspections and Audit by the Government or the Bank | * 1. The Supplier shall keep and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.   2. The Supplier shall permit, and shall cause its Subcontractors to permit, the Lao Government or the Bank and/or persons appointed by the Lao Government or Bank to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Lao Government or Bank if requested by the Lao Government or the Bank. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Sub-Clause 11.1 constitute a obstructive practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). |
| 12.Scope of Supply | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 13.Delivery and Documents | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC-GCC 13.1.** |
| 14.Supplier’s Responsibilities | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| 15.Contract Price | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC-GCC 15.1.** |
| 16.Terms of Payment | 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC-GCC 16.1.**  16.2 The Supplier’s request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered, and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.  16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.  16.4 The currency in which payments shall be made to the Supplier under this Contract shall be Lao KIP.  16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC-GCC 16.5,** the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC-GCC 16.5,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. |
| 17.Taxes and Duties | 17.1 The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed, as well as all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.  17.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Lao PDR, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| 18.Performance Security | 18.1 If required as specified in the **SCC-GCC 18.1**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**  18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.  18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the Lao KIP, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the **SCC-GCC18.3,** or in another format acceptable to the Procuring Entity.  18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC-GCC 18.4.** |
| 19.Warranty for goods and/ or services | 19.1 Warranty security for goods or services should be 2 to 10 percent of contract amount and the Warranty period (defect liability period) should not less than 12 months. |
| 20.Copyright | 20.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity 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 |
| 21.Confidential Information | 21.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.  21.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.  21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that: the Procuring Entity or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;now or hereafter enters the public domain through no fault of that party;can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; orotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. 21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.  21.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| 22.Subcontracting | 22.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.  22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. |
| 23.Specifications and Standards | 23.1 Technical Specifications and Drawings The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods’ country of origin.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 Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33. |
| 24.Packing and Documents | 24.1 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.  24.2 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 **SCC-GCC 24.2,** and in any other instructions ordered by the Procuring Entity. |
| 25.Insurance | 25.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency and from an eligible country in the case of Bank financing—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC-GCC 25.1.** |
| 26.Transportation and Incidental Services | 26.1 Unless otherwise specified in the **SCC-GCC 26.1,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. |
|  | 26.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC-GCC 26.2:**  (a) performance or supervision of on-site assembly and/or start‑up of the supplied Goods;  (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;  (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;  (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and  (e) training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.  26.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services |
| 27.Inspections and Tests | 27.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC-GCC 27.1.**  27.2 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 Lao PDR as specified in the **SCC –GCC 27.2.** Subject to GCC Sub-Clause 27.3, 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 Procuring Entity.  27.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Procuring Entity 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.  27.4 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 Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.  27.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification’s codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.  27.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.  27.7 The Procuring Entity 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 Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 27.4.  27.8 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 Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| 28.Liquidated Damages | 28.1 Except as provided under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC-GCC 28.1** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCCGCC28.1.** Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 36. |
| 29.Warranty | 29.1 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.  29.2 Subject to GCC Sub-Clause 23.1(c), 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.  29.3 Unless otherwise specified in the **SCC-GCC29.3,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC-GCC29.3,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.  29.4 The Procuring Entity 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 Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.  29.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC-GCC 29.5,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.  29.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC-GCC29.5,** the Procuring Entity 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 Procuring Entity may have against the Supplier under the Contract. |
| 30.Patent Indemnity | 30.1 The Supplier shall, subject to the Procuring Entity’s compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Procuring Entity 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 Procuring Entity 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: the installation of the Goods by the Supplier or the use of the Goods where the Site is located; andthe 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. 30.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.  30.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.  30.4 The Procuring Entity shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.  30.5 The Procuring Entity 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 Procuring Entity. |
| 31.Limitation of Liability | 31.1 Except in cases of criminal negligence or willful misconduct,  (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and  (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement |
| 32.Change in Laws and Regulations | 32.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place in Lao PDR where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| 33.Force Majeure | 33.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.  33.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.  33.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| 34.Change Orders and Contract Amendments | 34.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following: drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;the method of shipment or packing;the place of delivery; andthe Related Services to be provided by the Supplier. 34.2 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 Procuring Entity’s change order.  34.3 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.  34.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 35.Extensions of Time | 35.1 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 GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Procuring Entity 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.  35.2 Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1. |
| 36.Termination | 36.1 Termination for Default The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC 35;if the Supplier fails to perform any other obligation under the Contract; orif the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 36.1(a), the Procuring Entity 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 Procuring Entity 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. 36.2 Termination for Insolvency. The Procuring Entity 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 Procuring Entity 36.3 Termination for Convenience. The Procuring Entity, 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 Procuring Entity’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 Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:to have any portion completed and delivered at the Contract terms and prices; and/orto 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. |
| 37.Assignment | 37.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 38.Export Restriction | 38.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Lao PDR, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity or of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity’s convenience pursuant to Sub-Clause 36.3. |

**APPENDIX TO GENERAL CONDITIONS**

**Policies on Corrupt and Fraudulent Practices**

***(text in this Appendix shall not be modified)***

*[This Section needs to be selected depending on the financer]*

**[In case of state budget funding]**

Law on Anti-Corruption No. 45/PO – 25 May 2005

**Article 2. Corruption**Corruption is the act of an official who opportunistically uses his position, powers, and duties to embezzle, swindle [or] receive bribes or any other act provided for in Article 10 of this law, [which act is committed] to benefit himself or his family, relatives, friends, clan, or group and causes damage to the interests of the State and society or to the rights and interests of citizens.

The official stipulated in this law means leaders at all levels, administrative staff, technical staff, the staff of State enterprises, civil servants, soldiers, [and] police officers, including chiefs of villages and persons who are officially authorized and assigned to exercise any right or duty.

**Article 10. Acts that Constitute Corruption**Acts that constitute corruption can take the following forms:

•      Embezzlement of State property or collective property;

•      Swindling of State property or collective property;

•      Taking bribes;

•      Abuse of position, power, and duty to take State property, collective property or individual property;

•      Abuse of State property or collective property;

•      Excessive use of position, power, and duty to take State property, collective property or individual property;

•      Cheating or falsification relating to technical construction standards, designs, calculations, and others;

* Deception in bidding or concessions;

•      Forging documents or using forged documents;

•      Disclosure of State secrets for personal benefit;

•      Holding back or delaying documents.

**[In case of WB Financing]**

“**Fraud and Corruption:**

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Banks Anti-Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[11]](#footnote-11) (ii) to be a nominated[[12]](#footnote-12) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers: and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[[13]](#footnote-13) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

**[In case of ADB Financing]**

Procurement Guidelines, dated March 2013, as amended from time to time.

**“Fraud and Corruption”**

1.14 ADB’s anticorruption policy requires borrowers (including beneficiaries of ADB financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, 12 in the context of these Guidelines, ADB:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” 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;

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) “integrity violation” means any act, as defined under ADB’s Integrity Principles and Guidelines, which violates ADB’s Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice.

(vi) “obstructive practice” means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an OAI investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding ADB’s contractual rights of audit or access to information.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged incorrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations in competing for the contract in question;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

(d) will sanction a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB financed, administered or supported activities or to benefit from an ADB financed, administered or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices;

and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

|  |  |
| --- | --- |
| Section IX. Special Conditions of Contract | |
| The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.*  *[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]* | |
|  |  |
| **GCC 1.1 (a)** | [In the case of Bank financing] The Bank is [select either “the Asian Development Bank” or “the World Bank”]. |
| **GCC 1.1(j)** | The Procuring Entity is: *[Insert complete legal name of the Procuring Entity]* |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: *[Insert name(s) and detailed information on the location(s) of the site(s)]* |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms]* |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be *[insert date of current edition]* |
| **GCC 8.1** | For **notices**, the Procuring Entity’s address shall be:  Attention: *[ insert full name of person, if applicable]*  Street Address: *[insert street address and number]*  Floor/ Room number*: [insert floor and room number, if applicable]*  City: *[insert name of city or town]*  Country: Lao PDR  Telephone: *[include telephone number, including country and city codes]*  Electronic mail address*: [insert e-mail address, if applicable]* |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  ***(a)*** The dispute shall be referred to adjudication or arbitration in accordance with the laws of Lao PDR. {*Law on Resolution of Economic Disputes No. 02/NA (19 May 2005))* |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details, certificate of origin, etc.].*  The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequential expenses. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *[insert “shall” or “shall not,” as appropriate]* be adjustable.  If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]* |
| **GCC 16.1** | ***Sample provision***  Payment for Goods and Services shall be made in Lao KIP, as follows:  (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.  (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.  (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity. |
| **GCC 16.5** | The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be *[insert number]* days.  The interest rate that shall be applied is *[insert number] %* |
| **GCC 18.1** | A Performance Security *shall be required]*  *Performance Security shall be: [insert amount]*  *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]* |
| **GCC 18.3** | The Performance Security shall be in the form of: *a Demand Guarantee* |
| **GCC 18.4** | Discharge of the Performance Security shall take place: *[ insert date if different from the one indicated in sub clause GCC 18.4]* |
| **GCC 24.2** | The packing, marking and documentation within and outside the packages shall be: [*insert in detail the type of packing required, the markings in the packing and all documentation required]* |
| **GCC 25.1** | The insurance coverage shall be as specified in the Incoterms*.*  If not in accordance with Incoterms, insurance shall be as follows:  *[insert specific insurance provisions agreed upon, including coverage, currency an amount]* |
| **GCC 26.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms.  If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Lao PDR, defined as the Project Site, transport to such place of destination in the Lao PDR, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]* |
| **GCC 26.2** | Incidental services to be provided are:  *[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]* |
| **GCC 27.1** | The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]* |
| **GCC 27.2** | The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]* |
| **GCC 27.2** | The liquidated damage shall be: [*insert number]* % per week |
| **GCC 28.1** | The maximum amount of liquidated damages shall be: *[insert number]* % |
| **GCC 29.3** | The period of validity of the Warranty shall be: [*insert number]* days  For purposes of the Warranty, the place(s) of final destination(s) shall be:  *[insert name(s) of location(s)]*  ***Sample provision***  GCC 28.3—In partial modification of the provisions, the warranty period shall be \_\_\_\_\_ hours of operation or \_\_\_\_\_ months from date of acceptance of the Goods or (\_\_\_\_\_) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:  (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,  **or**  (b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (\_\_\_\_\_\_).  *[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 32.2 (d)]* |
| **GCC 29.5** | The period for repair or replacement shall be: *[insert number(s)]* days. |

**Attachment: Price Adjustment Formula**

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

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

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

L0 M0

a+b+c = 1

in which:

P1 = adjustment amount payable to the Supplier.

P0 = Contract Price (base price).

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

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

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

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

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

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

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

a = *[insert value of coefficient]*

b= [*insert value of coefficient]*

c= [*insert value of coefficient]*

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

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

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

(a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Procuring Entity will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

|  |
| --- |
| Section X. Contract Forms |

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

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**Form 1 -** **Notification of Intention to Award**

This Notification is sent by: [*email/fax*] on [*date/local time*]

[*Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form. This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid simultaneously – delete this instruction*].

For the attention of Bidder’s Authorized Representative

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

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

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

**Procuring Entity:** *[insert the name of the Procuring Entity]*

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

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

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

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

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification initiates the Standstill Period of 14 days. During the Standstill Period you may:

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

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

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

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

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

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

1. **How to request a debriefing**

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

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Procuring Entity*]  **Email address**: [*insert email address*]  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  Further information: refer to Article 46 of Law 30 of 2017 as implemented by the 0477/MOF, DATED 13/02/2019.  For more information in respect of Bank financed contracts see  For the World Bank: the [Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations) or [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III).  For the ADB: [https://www.adb.org/documents/bidding-related-complaints](https://nam03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.adb.org%2Fdocuments%2Fbidding-related-complaints&data=04%7C01%7Cbmesfin%40worldbank.org%7C9b842f50bb1d4ffe5c1b08d886f1f7c4%7C31a2fec0266b4c67b56e2796d8f59c36%7C0%7C0%7C637407721096835695%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=tnM30eugK787Fo3mWcoLzBxbV8aSmpZqfhS0XN4DP%2F0%3D&reserved=0) |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts fourteen (14) Business Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended as stated in Section 4 above. |

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

On behalf of the Procuring Entity:

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

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

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

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

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

## Form 2 - Notification of Intention to Award (State Budget)

Lao People's Democratic Republic

Peace, independence, democracy, unity, lasting culture

Ministry .........................

Department .............................................

Name of Procuring Entity No. / ......

Vientiane Capital, Date

**Notification of Award**

- According to the evaluation report No. *[enter report number]*

- According to the minutes of the meeting to approve the results of the bidding.

- Pursuant to the agreement to approve the winning and failing Bidders, No. *[ ].*

The Ministry or Department or the name of the Procuring Entity would like to inform you about the results of the Procurement of *[entre procurement name],* where the Bid was opened on *[bid opening date].,* Details are as follows:

Item: (Add the name of the goods that has been purchased)

**Successful Bidder**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Items | Name of Company/Bidders | Opening Bid Prices | Evaluation Prices | The Result |
|  |  |  |  |  |

**Other Bidders**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Items | ​Name of Company/Bidders | ​Opening Bid Prices | ​Evaluation Prices | ​The Result | ​The reason of Failure |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

The Procurement Committee of the Ministry or the Department or the name of the Procuring Entity (Procurement Agency) would like to thank all the companies that are interested in participating in this Procurement and hope that you will be interested in participating in the future.

The successful bidder must sign a contract within [14 days].

If you or any company has any concerns or do not think that the results of the above assessment and decision are not fair, you can file a formal letter to the Procurement Committee of the Ministry or Department or the name of the Procuring Entity (Procurement) within 14 days, the complaints are made pursuant to the Procurement Law and its Instruction, if the overdue complaint is deemed ineffective or not considered.

The complaints can be submitted to the Procurement Committee of the Ministry or Department or the name of the Procuring Entity. (Procurement Agency) Directly to Address: *[enter address]*  
Name of person in charge: Email: *[Enter the email address]*

Phone: *[Enter the email of the person in charge]*

Form 3 - Beneficial Ownership Disclosure Form

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

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

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

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

To: **[*insert complete name of Procuring Entity*]**

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

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

**Details of beneficial ownership**

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

***OR***

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

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

**OR**

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

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

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

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

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

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

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

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

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

Form 4 - Letter of Acceptance

*[letterhead paper of the Procuring Entity]*

*[date]*

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

Subject: *Notification of Award Contract No.*

This is to notify you that your Bid dated ***[insert date]***for execution of the ***[insert name of the contract and identification number, as given in the SCC]*** for the Accepted Contract Amount of***[insert amount in numbers and words]***, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Attachment: Contract Agreement

Form 5 - Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

(1) *[ insert complete name of Procuring Entity]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Lao PDR, or corporation incorporated under the laws of the Lao PDR]* and having its principal place of business at *[ insert address of Procuring Entity****]*** (hereinafter called “the Procuring Entity”), of the one part, and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), *{for unincorporated joint ventures: a joint venture formed pursuant to [name of JV founding agreement] dated [date of JV agreement], represented by [name of authorized representative of JV]}*, of the other part:

WHEREAS the Procuring Entity invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in total amount of (Currency) *[Contract Price in figures and in words]* (hereinafter called “the Contract Price”).

The Procuring Entity and the Supplier agree as follows:

Article1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

Article2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

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

Article3. In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Article4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Lao PDR on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier

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

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

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

Form 6 - Performance Security

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Procuring Entity]*

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ***[insert amount in figures]  
[insert amount in words][[14]](#footnote-14)***, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than **[*the …. Day of ……, 2…*][[15]](#footnote-15)**, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Amended Secured Transactions Law, dated May 20, 2005..

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

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

Form 7 - Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Procuring Entity]*

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*() *[insert amount in words][[16]](#footnote-16)* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

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

This guarantee is subject to the Amended Secured Transactions Law, dated May 20, 2005..

.

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

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

****

## Form 8 - Bank Guarantee for Goods or Non-consulting services

**[Proposal to use for Lao State budget only]**

Logo of the Bank

Bank’s Name and Address of issuing branch or office Date:

No:

Beneficiary: Name and Address of the Procuring Entity,

We have been informed that *[name of Constructor]* (hereinafter called “the Constructor”) intend to submit to you its Bid dated *[date of Bid]* (hereinafter called “the Bid”) for the supply of *[Goods and related Services]* under the above Invitation for Bids (hereinafter called “the IFB”).

Furthermore, we understand that, according to your conditions Bids must be supported by a Guarantee for supply of Goods and/or maintenance or services.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Kip *[insert amount in figures and words]* upon receipt by us of your first written demand in writing accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Bid conditions, because the Supplier:

1 Did not correct the Defects before the end of the Performance Guarantee for supply of Goods and/or maintenance or services.

2 Did not follow the Project Manager’s notice the correction of the Defects before the expiration of Performance Guarantee for supply of Goods and/or maintenance or services

## We keep a copy of the Performance Guarantee for supply for of Goods and/or maintenance or services and a copy of the Contract signed by the Bidder as issued by you.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

This guarantee is subject to the Amended Secured Transactions Law, dated May 20, 2005.

|  |  |
| --- | --- |
|  | Signature(s) of authorized representative(s) |

**Form 9: Advertisement form**

**[For State Budget]**

**Lao People's Democratic Republic**

Peace Independence Democracy Unity Prosperity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Ministry/Province/Organizations

Name of Procuring Entity

Name of Project

Contract No. Date:

Invitation for bids

1. ***[The Procuring Entity]*** invites sealed bid from interested and qualified bidders to ***[Insert brief description of the Goods to be procure].*** The delivery period is *[Insert date]*. *(If contract is constituted of Lot(s), insert No. in this paragraph).*

2. Bidding will be conducted through the open bidding procedures specified in the in Public Procurement Law**,** No 30/NA**,** dated 2 Nov2017 and Instruction for the Implementation of Law, No0477/MOF**,** dated 13Feb2019**.**.

3**.** This Procurement is open to all eligible bidders.

1. Interested eligible bidders may obtain further information **from *[insert complete legal name of the Procuring Entity; Name and e-mail of officer in charge]*** and inspect tender Documents at the address given below ***[State address]***from ***[Office Hours****].*

5. A complete set of the Bidding Documents in the Lao Language may be purchased by interested bidders on the submission of a written application to the address below beginning ***[date]*** and upon payment of non-refundable fee ***[insert amount in Kip****]* or its equivalent other currency. The method of payment shall be ***[in cash or cashier’s check]*.**

6. Bids must be delivered to the address below at or before ***[insert the same time and date as the deadline, place for bid submission].***Electronic bidding will not be permitted. Late bids will be rejected and returned unopened to the bidders. All bids will be opened at ***[insert the same time and date as the deadline, place for bid submission]*** in the presence of the Tender Committee and the Bidders representatives who choose to attend at address below.

7. All bids must be accompanied by a Bid-Securing Declaration or a Bank Guarantee of at least 2% of the bid price.

8. The address(es) referred to above is(are): *[insert detailed address(es)]*

[*insert name of office, room number*]

Attn: [*insert name of officer & title*]

[*insert postal address and/or street address*]

[*insert postal code, city, country*]

Tel: [*include the country and city code*]

Fax: [*include the country and city code*]

E-mail: [*insert electronic address if electronic bidding is permitted*]

Web site:

Signature of authorized person and stamp



**Lao People's Democratic Republic**

Peace Independence Democracy Unity Prosperity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[**For ADB and WB**]**

Invitation for Bids

Name of Project: Date:

Contract No.:

Loan No./Credit No./ Grant No.:

Contract Title:

Reference No. (as per Procurement Plan):

1. The Lao People’s Democratic Republic***[has received/has applied for/intends to apply for]* financing from the World Bank *[or Asian Development Bank]*** toward the cost of the **[*insert name of project or grant*]** and intends to apply part of the proceeds toward payments under the contract [[17]](#footnote-17)for **[*insert title of contract*][[18]](#footnote-18).**

2. The ***[insert name of implementing agency****]* now invites sealed bids from eligible bidders for ***[insert brief description of Goods required, including quantities, location, delivery period, margin of preference if applicable, etc.]****[[19]](#footnote-19)*.

3. Bidding will be conducted through the request for bids procedures as specified in the World Bank’s [**Procurement Regulations for IPF Borrowers**](http://pubdocs.worldbank.org/en/178331533065871195/Procurement-Regulations.pdf)  ***[insert correct title and date of applicable Regulations edition as per legal agreement]*** *if the contract is financed by* The World Bank*.* If Financed by *ADB the procedures specified in* [Procurement Regulations for ADB Borrowers](https://www.adb.org/documents/procurement-regulations-adb-borrowers) ***[insert correct title and date of applicable Regulations edition as per legal agreement]*** should apply and is open to all eligible bidders as defined in the Procurement Regulations. In addition, please refer to paragraphs 3.15, 3.18 and 3.19 setting forth the World Bank’s policy on conflict of interest.

4. Interested eligible bidders may obtain further information from ***[insert name of implementing agency, insert name and e-mail of officer in charge]*** and inspect the bidding documents during office hours ***[insert office hours if applicable i.e. 0900 to 1700 hours]***at the address given below ***[state address at the end of this invitation]*[[20]](#footnote-20)*.***

5. A complete set of bidding documents in **[*insert name of language*]** may be purchased by interested eligible bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee[[21]](#footnote-21) of **[*insert amount in Kip or in a convertible currency*].** The method of payment will be *in cash or bank transfer to* the project account.[[22]](#footnote-22) The document will be sent by **[*insert delivery procedure*].[[23]](#footnote-23)**

6. Bids must be delivered to the address below ***[state address at the end of this invitation]*[[24]](#footnote-24)** on or before ***[insert time and date].*** Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders’ designated representatives and anyone who choose to attend at the address below ***[state address at the end of this invitation]* on *[insert time and date]*.**

7. All bids must be accompanied by a Bid-Securing Declaration.

8. The address(es) referred to above is(are): ***[insert detailed address(es)]***

[*insert name of office, room number*]

Attn: [*insert name of officer & title*]

[*insert postal address and/or street address*]

[*insert postal code, city, country*]

Tel: [*include the country and city code*]

Fax: [*include the country and city code*]

E-mail: [*insert electronic address if electronic bidding is permitted*]

Web site:

worldbanklogo.png****

**Ministry of Finance**

**State Assets Management Department**

**Road 23 Singha, Vientiane Capital, Lao PDR**

**ໂທ/ແຟັກ: (856-21) 263252**

**www.ppd.mof.gov.la**

1. Non-performance shall be decided by the Procuring Entity based on contract terminations due to fault of the supplier in execution of the contract, including all contracts where (a) termination was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) termination was so challenged but finally settled against the supplier. Non-performance shall not include instances where Procuring Entity decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on finally settled disputes or litigation if applicable, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-1)
2. Non-performance shall be decided by the Procuring Entity based on contract terminations due to fault of the supplier in execution of the contract, including all contracts where (a) termination was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) termination was so challenged but finally settled against the supplier. Non-performance shall not include instances where Procuring Entity decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on finally settled disputes or litigation if applicable, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-2)
3. Bidder to use as appropriate [↑](#footnote-ref-3)
4. The unit price shall include all taxes, duties, fees, transportations and cost incidental to delivery, as well as insurance to final destination. [↑](#footnote-ref-4)
5. The contract registration fee is in accordance with Ordinances of the President No.002 in the attachment [↑](#footnote-ref-5)
6. A letter issued directly from manufacturer or from distributor to bidders. In case if the letter is from distributor, a manufacturer's authorization to the distributor of bidder must be attached. [↑](#footnote-ref-6)
7. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-7)
8. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-8)
9. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-9)
10. If applicable [↑](#footnote-ref-10)
11. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-11)
12. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-12)
13. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-13)
14. The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary. [↑](#footnote-ref-14)
15. Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-15)
16. The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity. [↑](#footnote-ref-16)
17. Substitute “contracts” where bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: “Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.” [↑](#footnote-ref-17)
18. Insert if applicable: “This contract will be jointly financed by [insert name of co-financing agency]. Bidding process will be governed by the World Bank’s rules and procedures.” [↑](#footnote-ref-18)
19. A brief description of the type(s) of Goods should be provided, including quantities, location of Project, delivery/construction period, application of margin of preference and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation. Bidding Documents may require bidders to have specific experience or capabilities; such qualification requirements should also be included in this paragraph. [↑](#footnote-ref-19)
20. The office for inquiry and issuance of bidding documents and that forbid submission may or may not be the same. [↑](#footnote-ref-20)
21. The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between US$50 and US$100 or equivalent is deemed appropriate. [↑](#footnote-ref-21)
22. For example, cashier’s check, direct deposit to specified account number, etc. [↑](#footnote-ref-22)
23. The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery. With the agreement of the World Bank, documents may be distributed by e-mail. [↑](#footnote-ref-23)
24. Substitute the address for bid submission if it is different from address for inquiry and issuance of bidding documents. [↑](#footnote-ref-24)