1. Bid Form and Price Schedules

Date:

Procurement no:

Lot No(s):

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding document, including addenda thereto issued in accordance with the instructions to bidders*.*
2. We offer to supply in conformity with the bidding document and in accordance with the delivery schedules specified in Section V. Schedule of Requirements referenced above.
3. The total price of our bid, excluding any discounts offered in paragraph 4 below is: [*insert the total bid price in words and figures, including the various amounts and respective currencies*].
4. The discounts offered and the methodology for their application are:
* Discounts: If our bid is accepted, the following discounts shall apply. [*Specify in detail each discount offered and the specific item of the schedule of requirements to which it applies.*]
* Methodology of application of the discounts: The discounts shall be applied using the following: *[Specify in detail the method that shall be used to apply the discount in the case when the procurement is subdivided into lots.]*
1. Our bid shall be valid from the date fixed for the bid submission deadline in accordance with ITB sub-clause 24.1 through the period of time established in accordance with ITB sub-clause 21.1, 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 GCC clause 10 and as described in ITB clause 41 for the due performance of the contract.
3. We, including any subcontractors or sub-suppliers for any part of the contract, have nationalities from eligible countries *[Insert the nationality of the bidder, including that of all parties that comprise the bidder, if the bidder is a joint venture, and the nationality of each subcontractor and supplier].*
4. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the purchaser’s country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement")[[1]](#footnote-1) in accordance with ITB clause 4, beyond those declared in paragraph 13 of this bid submission form.
5. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided in ITB clause 3. Further, we acknowledge and understand our obligation to report to anticorruption@ifad.org any allegation of prohibited practice that comes to our attention during the selection process or the contract execution. As part of this, we certify that:
6. The prices in this bid have been arrived at independently, without any consultation, communication, or agreement with any other party, including another bidder or competitor, or for the purpose of restricting competition, relating to:

those prices;

the intention to submit an offer; or

the methods or factors used to calculate the prices offered.

1. The prices in this bid have not been and will not be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise explicitly required by law; and
2. No attempt has been made or will be made by us to induce any other bidder to submit or not to submit an offer for the purpose of restricting competition.
3. We acknowledge and accept the IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or abuse, as provided in ITB Clause 4. Further, we acknowledge and understand our obligation to report to ethicsoffice@ifad.org any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.
4. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bid process: *[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 declare that neither the bidder nor any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITB Clause 7.3 regarding this bid process or the execution of the contract. *[Insert if needed: “other than the following:” and provide a detailed account of the actual, potential or perceived conflict]*. We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the purchaser and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the procurement process or contract execution.
2. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on the bidder and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension) | Imposed by | Name of party convicted, sanctioned or suspended (and relationship to bidder) | Grounds for the measure (i.e., fraud in procurement or corruption in contract execution) | Date and time (duration) of measure |
|  |  |  |  |  |
|  |  |  |  |  |

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.

1. We acknowledge and understand that we shall promptly inform the purchaser about any material change regarding the information provided in this bid form.
2. We further understand that the failure to properly disclose any of information in connection with this bid form may lead to appropriate actions, including our disqualification as bidders, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.
3. We understand that this bid, together with your written acceptance thereof included in your Notification of Award, shall only constitute a binding contract between the firm and the purchaser subject to the preparation and execution of the appropriate contract.
4. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:

*[Print name]*

In the capacity of:

1. Bid Security Form

Whereas *[name of the bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of purchaser]* (hereinafter called “the Purchaser”) in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said bank this day of 20 .

The conditions of this obligation are:

1. If the Bidder
	1. withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
	2. does not accept the correction of errors in accordance with the instructions to bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
	1. fails or refuses to execute the contract form, if required; or
	2. fails or refuses to furnish the performance security, in accordance with the instructions to bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the day of 20\_\_\_\_ and any demand in respect thereof should reach the Bank not later than the above date.

*[signature of the bank]*

1. Manufacturer’s Authorisation Form

*[See clause 18.3 (a) of the instructions to bidders.]*

To: *[name of the purchaser]*

WHEREAS *[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorise *[name and address of agent]* to submit a bid, and subsequently negotiate and sign the contract with you against procurement no. *[reference of the invitation to bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per clause 18 of the general conditions of contract for the goods offered for supply by the above firm against this invitation for bids.

*[signature for and on behalf of manufacturer]*

[Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. it should be included by the bidder in its bid.]

1. Bid Securing Declaration Form

*[The bidder shall fill in this form in accordance with the instructions indicated.]*

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

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

Alternative No.: *[insert identification No if this alternative are permitted and this bid for an alternative]*

To: *[complete name of employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a bid-securing declaration.

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

1. Have withdrawn our bid during the period of bid validity specified in the letter of bid; or
2. Having been notified of the acceptance of our bid by the employer during the period of bid validity, (i) fail or refuse to sign the contract; or (ii) fail or refuse to furnish the performance security, if required, in accordance with the ITB.

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

Name of the bidder\*

Name of the person duly authorized to sign the bid on behalf of the bidder\*\*

Title of the person signing the bid

Signature of the person named above

Date signed day of ,

\*: In the case of the bid submitted by joint venture specify the name of the joint venture as bidder

\*\*: Person signing the bid shall have the power of attorney given by the bidder attached to the bid

 *[Note: In case of a joint venture, the bid-securing declaration must be in the name of all members to the joint venture that submits the bid.]*

1. The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/. [↑](#footnote-ref-1)