



KYRGYZ REPUBLIC THIRD VILLAGE INVESTMENT PROJECT (VIP3)

REVISED PROJECT OPERATIONAL MANUAL

PART C

ANNEX 5

PROCUREMENT

ANNEX 6

FINANCIAL MANAGEMENT AND DISBURSEMENT

(DRAFT UNTIL NO OBJECTION GIVEN BY WORLD BANK)

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THIRD VILLAGE INVESTMENT PROJECT

ANNEX 5
PROCUREMENT

ANNEX 5.1

Third Village Investment Project INTRODUCTION

1. GENERAL PROCUREMENT PROVISIONS

The Community Development and Investment Agency of the Kyrgyz Republic is implementing the Village Investment Project III aiming to provide small grants for communities. The small grants will be channeled to implementation of microprojects in Aiyl Aimaks. The allocated grant amount will not exceed USD 20,000 per an Aiyl Aimak. Procurement of goods, works and services will be carried out at the Aiyl Aimak level with direct participation of community/beneficiaries. This Procurement Handbook reflects the procedures for procurement of goods, works and services. This Handbook describes the harmonized procedures built on the procedures set forth in the Low-Value Procurement Manual used under small WB/IDA grants, loans and credits as well as on the procedures of public procurement in accordance with the Law of the Kyrgyz Republic “On public procurement”, including the templates of invitations to quote, standard bidding documents, evaluation reports and contracts.

This Handbook aims to:

- Ensure maximum economy and efficiency of procurement
- Enhance participation of and develop competitiveness among suppliers, contractors and consultants in procurement
- Ensure fair treatment of all bidders
- Ensure the openness and transparency of procurement procedures

1.1. Procurement responsibilities

AO is solely responsible for implementation of microprojects with conduction of bidding procedures, contracting, technical supervision, inspection and acceptance of goods and works, and commissioning of facilities. The ARIS Head Office and oblast offices will conduct a number of trainings in procurement and render consulting support in implementation. The ARIS community development support officers (CDSOs) will be closely cooperating with communities and monitor compliance with the required procedures.

1.2. Procurement types

Goods: the products of labor of any types and characteristics, including commodities, wares, equipment and solid, liquid or vapory materials, electric power as well as the related to supply of goods providing that the cost of these services doesn't exceed the cost of the goods.

Works: all activities associated with construction, rehabilitation, demolition, repair or renovation of buildings, structures or facilities including preparation of sites, excavation of construction pits, construction of structures, installation of equipment and materials, exterior and interior finishing as well as accompanying construction services such as drilling, survey operations, satellite imagery, seismic surveys and other services provided in compliance with a contract for procurement of works.

Consulting services: intellectual or advisory services provided by individual consultants or consulting firms that have recognized specialized expertise, experience and appropriate qualification.

1.3. Procurement planning

Microproject group (MPG) shall produce a procurement plan (see Annex 5.2) and submit it together with a detailed microproject proposal for review to ARIS. Community development support officers (CDSOs) will render support in preparing procurement plans reflecting the breakdown by contract packages with a proposed budget, procurement methods, procurement stages, including contracting and contract terms.

1.4. Announcement of bidding

To give notice of the intended procurement, Aiyl Okmotu shall obligatorily publish the announcements on the Public Procurement website or on the official ARIS website. In case of high-value contracts in the amount equal to or over KGS 1,500,000 a Bid Evaluation Committee announces bidding in broader mass media at the oblast or state level.

The announcement shall contain at least the following information: (a) the date of announcement disclosure, (b) the name of goods, works, or consulting services, (c) the deadline of submission of price quotations/bids, (d) the address for submission of bids. In procurement of goods through *Request for quotations*, the period from the date of announcement to the deadline of submission of price quotations shall be at least two weeks. In procurement of goods through *Single-stage bidding*, the period from the date of announcement to the deadline of submission of price quotations shall be at least three weeks. To inform population, the announcement shall be published on the information stands in Aiyl Okmotu.

Every Aiyl Okmotu shall leave some space on their information stands to place bidding information (announcements, bidding results including the name of each supplier that had submitted a price quotation, quotation value, the names of suppliers whose bids had been rejected, the reasons for rejection, the names of winning suppliers and the proposed estimated value). Moreover, to ensure openness and transparency of procedures and use grant funds, the head of AO and the leaders of MPG shall inform population about the results of all activities carried out, including procurement. CDSOs will render support in arranging meetings and gatherings for the purpose of informing the communities.

The results of evaluation and contract award shall be published on the Public Procurement website or on the ARIS official website and on the information stands in AO.

1.5. Bid Evaluation Committee (Committee)

To carry out procurement procedures in the course of microproject implementation, Bid Evaluation Committees shall be established pursuant to the order of the AO's head. The Bid Evaluation Committees shall be comprised of at least three members and maximum seven members. The composition of the Committee shall be obligatorily include: a chairperson of Aiyl Okmotu, a leader of MPG, a procurement officer having a certificate of training in the procedures of public procurement, a specialist in the relevant procurement-specific field and other members according to decision by AO and MPG. The head of AO shall not be a member of the Committee.

Functions of the Committee:

- Preparation of bidding documents
- Invitation to bid
- Review and evaluation of price quotations/bids
- Decide on award of a contract to a responsive supplier, contractor, or consultant
- Consideration of complaints and appeals on the tender conducted

The decision of the Committee is rendered through a Bid Evaluation Report in accordance with the samples attached to this Handbook.

In bid evaluating, all the information related to review, clarification and evaluation as well as to recommendations on contract award shall not be disclosed to bidders or community representatives not included in the composition of the Committees until a successful winner is notified on contract award.

Notification on contract award is provided by the head of AO.

2. CONTRACT SIGNING, AMENDMENT, MODIFICATION, AND ADMINISTRATION

The signing of a contract on behalf of a client is carried out by the head of Aiyl Okmotu. In case of the need to amend or modify a contract, the client introduces the corresponding amendments based on the justifications provided by a contract manager. The client shall provide technical supervision.

Community development support officers, technical specialists and regional ARIS procurement specialists shall provide assistance in contract preparation and implementation.

2.1. Content of documents

To ensure the integrity and safety of documents, AOs shall maintain procurement procedures and safe all the documents related to procurement conducted. For this purpose, an AO specialist shall be designated to ensure adequate file system for each procurement activity. The system shall include all corresponding documents, such as bidding documents, bids, evaluation reports/minutes of procurement procedures and correspondence regarding bids and contracts.

2.2. Safety of procured goods

MPG shall have a safe warehouse of the size ample to store all procured materials. The warehouse shall be managed by an individual responsible for acceptance and issuance of all procured materials. A register of acceptance and issuance of materials shall be maintained in an appropriate log.

2.3. Inspection and acceptance of goods, works and services

Prior to acceptance of any goods, works, or services, a responsible member of MPG shall inspect those and ensure that the goods, works and services are responsive to the contract provisions. All contract payments shall be made based on the outcomes obtained. In case of supply of materials, payments shall be provided based on a 100% acceptance of goods compliant with the technical requirements of the contract; in case of consulting services – following submission of reports specified in the contract; in case of works - after confirmation of work completion by the project manager

2.4. Eligibility and conflict of interests

The suppliers, contractors and consultants participating in procurement shall not have a conflict of interests. A bidder with a conflict of interest identified shall be considered ineligible for contract award. The conflict of interest is referred to as interrelation or blood relationship between a bidder and the staff of AO, MPG, members of the Bidding Evaluation Committee, who are directly or indirectly engaged in: (i) preparing bidding documents including technical specifications; (ii) evaluating price quotations/bids and contract award; (iii) contract supervision.

State-owned enterprises are considered eligible for bidding only if they are able to prove that: (i) they are legally and financially independent; and (ii) they operate in accordance with commercial law.

3. PROCUREMENT MONITORING

The contracts under small grants are subject to review by ARIS to be carried out in the course of regular checks by the ARIS and IDA specialists. Procurement documents such as bidding documents, bids, bid evaluation reports, and correspondence related to procurement and contracts shall be provided by AO for review by ARIS and IDA any time requested.

When needed and when AO's capacity to conduct procurement is not sufficient, some contracts shall be subject to prior review by ARIS.

4. PROCUREMENT METHODS

Particular procurement methods shall be applied in accordance with the thresholds stated in the table below:

Works	Shopping	Single-stage bidding
	> KGS 3,000,000*	=< KGS 3,000,000***
Goods	Shopping	Single-stage bidding
	> KGS 3,000,000**	=< KGS 3,000,000***
Consulting services (Firm)		Consultants qualifications selection (CQS)
Consulting services (individual consultants)		Selection of individual consultants

* Minimum threshold for selection of procurement method with an indicative value of one contract.

** Maximum threshold for selection of procurement method with an indicative value of one contract.

Note: Depending on the specifics of the purchased goods, ARIS may recommend to the Local Self-Government Service the use of procurement procedures for one-stage tenders for contracts of less than 3,000,000 soms.

4.1. Shopping for procurement of goods

In the procurement of goods with an estimated contract value not exceeding KGS 3,000,000, AO/MPG applies *Shopping* in accordance with the procedures specified below. This method is used for off-the-shelf items of goods or standard specification commodities available from several sources of supply. The steps below are to be followed:

- Establish a Bid Evaluation Committees at the AO level;
- Develop of bidding documents (list and quantity of necessary goods, technical specifications, terms and schedule of delivery, minimum qualification requirements, etc.);
- Upon decision of the bidding commission, publish bidding announcement in mass media at the oblast level;
- Publish an advertisement on information boards and public procurements portal www.zakupki.gov.kg, ARIS official web-site, minimum 14 days for submission of bids;
- Provision of bidding documentation to bidders;
- Make sure that the requirement of obtaining a minimum of three quotations has been fulfilled;
- Opening of received bids (bid opening protocol);
- Receive quotations by a deadline. Each supplier may submit one bid only, without a right to modify or replace the bid. No negotiations should be kept between AO and supplier regarding the bid submitted by the supplier;
- Carry out evaluation of bids (qualification, technical, financial), prepare an evaluation report using sample documents and award contract;
- Keep the process confidential until the contract has been awarded;
- Publish bidding results on information boards and public procurements portal;
- Sign a contract with the selected supplier using the sample included in the ITQ;
- Inspect goods to ascertain their compliance with technical specifications and accepting them;
- Make payments as per the contract; and
- Keep all documents on file for ARIS verification.

4.2. Single-stage bidding for procurement of goods

In the procurement of goods with an estimated contract value exceeding KGS 3,000,000, AO/MPG applies *Single-stage bidding* in accordance with the procedures specified; the steps below are to be followed:

- Establish a Bid Evaluation Committees at the AO level;
- Develop of bidding documents (list and quantity of necessary goods, technical specifications, terms and schedule of delivery, minimum qualification requirements, etc.);
- Announce tender in oblast level media;
- Publish an advertisement on information boards and public procurements portal www.zakupki.gov.kg, ARIS official web-site, minimum 21 days for submission of bids;
- Provision of bidding documentation to bidders;
- Make sure that the requirement of obtaining a minimum of one quotations has been fulfilled;
- Opening of received bids (bid opening protocol);
- Receive quotations by a deadline. Every supplier may submit one bid only, without a right to modify or replace the bid. No negotiations should be kept between AO and supplier regarding the bid submitted by the supplier;
- Carry out evaluation of bids (qualification, technical, financial), prepare an evaluation report using sample documents and award contract;
- Keep the process confidential until the contract has been awarded;
- Publish bidding results on information boards and public procurements portal;
- Notify the supplier of selection results;
- Obtain a bank guarantee for performance of the contract from the selected participant before signing the contract;
- Sign a contract with the selected supplier after receiving a bank guarantee for performance of the contract;
- Inspect goods to ascertain their compliance with technical specifications and accepting them;
- Make payments as per the contract; and
- Keep all documents on file for ARIS verification.

4.3. Shopping for procurement of works

In the procurement of works with an estimated value of contract less than KGS 3,000,000, AO applies a *Shopping* method in accordance with the procedures described below. This method is applied in procurement of small works related to construction, repair or rehabilitation of facilities and other works. In this procurement method, the steps below are to be followed:

- Establish a Bid Evaluation Committees at the AO level;
- Develop of bidding documents (technical specifications, bill of quantities, drawings, minimum qualification requirements, determination of the required time for completion of works, etc.);
- Upon decision of the bidding commission, publish bidding announcement in mass media at the oblast level;
- Publish an advertisement on information boards and public procurements portal www.zakupki.gov.kg, ARIS official web-site, minimum 14 days for submission of bids;
- Provision of bidding documentation to bidders;
- Make sure that the requirement of obtaining a minimum of three quotations has been fulfilled;
- Opening of received bids (bid opening protocol);
- Receive quotations by a deadline. Every supplier may submit one bid only, without a right to modify or replace the bid. No negotiations should be kept between AO and supplier regarding the bid submitted by the supplier;
- Carry out evaluation of bids (qualification, technical, financial), prepare an evaluation report using sample documents and award contract;
- Keep the process confidential until the contract has been awarded;
- Publish bidding results on information boards and public procurements portal;
- Sign a contract with the selected supplier using the sample included in the ITQ;
- Assist the contractor in launching the works;
- Technical supervision of works;
- Make payments for completed and accepted works; and
- Keep all documents on file for ARIS verification.

4.4. Single-stage bidding for procurement of works

In the procurement of works with an estimated value of contract equal or more than KGS 3,000,000, AO shall applies the *Single-stage bidding* method. In this procurement method, the steps below are to be followed:

- Establish a Bid Evaluation Committees at the AO level;
- Develop of bidding documents (technical specifications, bill of quantities, drawings, minimum qualification requirements, determination of the required time for completion of works, etc.);
- Announce tender in oblast level media;
- Publish an advertisement on information boards and public procurements portal www.zakupki.gov.kg, ARIS official web-site, minimum 21 days for submission of bids;
- Provision of bidding documentation to bidders;
- Make sure that the requirement of obtaining a minimum of one quotations has been fulfilled;
- Opening of received bids (bid opening protocol);
- Receive quotations by a deadline. Every supplier may submit one bid only, without a right to modify or replace the bid. No negotiations should be kept between AO and supplier regarding the bid submitted by the supplier;
- Carry out evaluation of bids (qualification, technical, financial), prepare an evaluation report using sample documents and award contract;
- Keep the process confidential until the contract has been awarded;
- Publish bidding results on information boards and public procurements portal;
- Notify the supplier of selection results;
- Obtain a bank guarantee for performance of the contract from the selected participant before signing the contract;
- Sign a contract with the selected supplier after receiving a bank guarantee for performance of the contract;

- Assist the contractor in launching the works;
- Technical supervision of works;
- Make payments for completed and accepted works; and
- Keep all documents on file for ARIS verification.

4.5. Procurement of consulting services (firms)

In the procurement of a consulting firm, AO applies the *Consultants Qualification Selection (CQS)* method. The steps below are to be followed under this method:

- Establish a Bid Evaluation Committee;
- Prepare Terms of Reference for the firm;
- Send an expression of interest to prospective participants;
- Upon decision of the Tender commission announce tender in oblast level mass media;
- Bidding is considered accomplished if minimum three expression of interest are received from three interested firms responsive and experienced relevantly;
- Evaluate and compare received expressions of interest responsive to experience and qualification requirements under the assignment; firm appropriately experienced and qualified is selected;
- Prepare an evaluation report reflecting the selection process consistent with the qualification requirements;
- It is only a winning firm should be proposed to submit a consolidate technical and financial proposal; if the proposal meets the requirements, the firm is invited contract negotiations;
- Invite a nominated candidate and negotiate technical and financial aspects as part of the proposal;
- Minutes of the negotiations should be executed and signed by both parties;
- Sign a contract for consulting services; and
- Ensure payments based on submitted reports/progress.

4.6. Consulting services – selection of individual consultants

To obtain consulting services, AO may hire individual consultants, by following the below steps:

- Establish a Bid Evaluation Committee;
- Draft Terms of reference for the consultant in accordance with the required structure;
- Call for and receive minimum three CVs (at least 70 points in the evaluation) for participation in bidding;
- In the Committee's discretion, publish announcement in mass media at oblast level, on the Public Procurement website or on the official ARIS website;
- Use the register of consultants to invite to bid, if any;
- Evaluate CVs received;
- Produce a concise bid evaluation report reflecting the process of selection in accordance with qualification requirements;
- Invite a nominated candidate and discuss the assignment modalities and contract terms;
- Sign a regular contract for consulting services;
- Supervise consultant's performance; and
- Make sure that payments are made against agreed deliverables/outcomes.

4.7. Direct contract method

This method allows AO to conduct direct negotiations with supplier or contractor skipping the steps of bidding procedures. AO has a right to conduct direct contract procurement in the following cases:

- 1) Additional procurement of goods, not exceeding 15% of the amount of the contract signed based on competitive selection, preserving the amount and technical specifications;
- 2) Additional civil works or services, not exceeding 25% of the amount of the contract signed based on competitive selection, related to extension of earlier commenced works or enhanced amount and engaging the same contractor would ensure cost-efficiency and consistency of outputs with the quality of earlier completed works and services;

- 3) Procurement of goods, works, and services from producers or from a particular supplier (contractor) that has intellectual or exclusive rights regarding these goods, works, and services, if there is no opportunity to apply other procurement method;
- 4) Procurement of goods, works, and services for location of consequences of force-majeure requiring urgent mitigation;
- 5) If competitive selection was not acknowledged completed and retendering didn't result in contract signature as per revised requirements; and
- 6) This method also can be used when only one supplier, contractor, or consultant is available in the area where microproject is implemented, as well as in cases when it is defined that receipt of quotations from other oblasts would lead to increase in contract amount due to transportation costs etc.).

AOs should carry out monitoring of prices and compare the prices provided by a sole supplier or contractor with market prices. The decision of the tender commission should be placed on record reflecting valid justifications for selecting this particular procurement method. CDSO working for a particular MPG should be informed about all sole source procurements before contract signature.

ANNEX 5.2

**Third Village Investment Project
PROCUREMENT PLAN**

Description of Contract Package	Estimated Cost KGS	Procurement Method	Date of Invitation to Bid	Deadline for Receipt of Quotations	Date of Contract Signing	Contract Implementation Start Date	Contract Implementation Completion Date	Remarks
Goods								
Works								
Services								
Total								

ANNEX 5.3**Third Village Investment Project
ANNOUNCEMENT (PROCUREMENT OF GOODS/WORKS)**

Date: _____

Announcement

AO: _____

For the purpose of implementation of microproject _____
[name of the microproject]

announces bidding for procurement of the following goods/works:

[specify name of goods/works, scope and quantity]

All those interested in participating in the bidding shall provide their quotations before

[time] _____ *[date]* _____ to the following address:

[address]

To obtain the bidding document package and any additional information, contact

[name of a person in charge]

at the following address: _____.

[address and telephone numbers]

[Note: If there is a long list of goods/works, a summarized description of procurement may be provided. The announcement shall contain a reference to obtaining the package of bidding documents reflecting full information and requirements pertaining to the goods/works to be procured.]

ANNEX 5.4

Third Village Investment Project
LIST OF CONTRACTORS REQUESTING BIDDING DOCUMENTS

AO _____ (name of MPG)

Microproject _____

List of suppliers/contractors who have requested bidding documents to participate in bidding for the supply of _____ (brief description of goods)/works _____ (brief description of works)

No.	Supplier/contractor	Date	Focal point of supplier/contractor (contact information)	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

ANNEX 5.5

Third Village Investment Project
Procurement method: Shopping - Goods
INVITATION FOR BIDS (IFB)

Microproject: _____

Date of invitation: _____

Source of financing: _____

Contract No.: _____

To: _____

Dear Supplier,

You are invited to submit your price quotation(s) for the supply of the following items:

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____

Information on technical specifications and required quantities are attached.

1. You may bid on/ provide a quote for any of the items under this Invitation. (Price quotations will be evaluated for all the items together and the contract awarded to the firm(s) offering the lowest evaluated cost for each of the items) *or (You must quote for all of the items under this Invitation)*. Note: The Purchaser shall select one of two options, exclude and delete an irresponsible one [brackets]. Price quotations will be evaluated for all the items together and the contract awarded to the firm offering the lowest evaluated total cost of all the items.
2. You may submit your quotation as per the attached form personally, via mail, fax, or email to:

[Purchaser's address]

Tel: _____

Fax: _____

email: _____

3. The deadline for receipt of your quotation (s) by the Purchaser at the address indicated in this item is: *[specify the date of the deadline of submission, in practice, it is 7 days after announcement]*.
4. Your quotations in two copies in *[language]* should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for each item quoted, including names and addresses of firms providing service facilities in the country [country].

5. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
- 6.
- (i) PRICES: The prices should be quoted in *[local currency]* in the total cost of delivering to the place of destination *[place of destination]*, including all taxes, VAT, customs duties, fees, insurance and the cost of inland transportation, loading and unloading the goods.
 - (ii) EVALUATION: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices, including the cost of delivery to the place of destination according to Paragraph 2 above.

In evaluating quotations, the Purchaser will define an estimated value of each offer through verification of quotations through correction of all possible arithmetic errors as follows:
 - (a) In case of discrepancies between amounts given in numbers and words, the amount in writing shall be considered as prevailing.
 - (b) In case of discrepancies between unit costs and total cost calculated by multiplying the unit costs by quantity, the unit cost shall prevail.
 - (c) If the Supplier refuses to accept the corrections, the quotation shall be rejected.
 - (iii) CONTRACT AWARD: The award shall be made to the bidder offering the lowest evaluated price and that meets the required standards of technical capabilities. The successful bidder will sign a Contract as per the attached form and conditions of supply.
 - (iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of forty-five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph 5 of this Invitation For Bids.
7. Further information can be obtained from: Tel: _____ Fax: _____.
8. Audit
- 8.1 The Supplier shall follow all the instructions given by the Purchaser compliant with the laws applicable at the place of destination.
 - 8.2 The Supplier shall provide permission and make sure that subcontractors and consultants provide their permission to conduct an audit by ARIS and/or by the individuals assigned by the Bank of the Supplier's offices, all receipts and records related to the Contract and bid submission. Permissions should also be given to audit these receipts and records, upon the Bank's request, by the auditors appointed by the Bank. The Supplier and affiliated subcontractors and consultants should bring into view Article 5 "Fraud and corruption" in the Contract form which, among other matters, notes that any activity aimed to cause considerable obstacles for audit by ARIS and Bank and for enforcement of audit right is a prohibited activity leading to contract termination (as well as to establish the status of ineligibility according to the current WB procedures on application of sanctions).
9. Please acknowledge receipt of the Invitation via fax or email and let us know if you are going to submit your quotations.

Regards,

FORM OF CONTRACT

THIS AGREEMENT made on _____, ____, between _____ (hereinafter called "the Purchaser") on the one part and _____ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has invited quotation for _____ (description of goods) to be supplied by Supplier, viz. Contract _____, (hereinafter called "Contract") and has accepted the Bid by the Supplier for the supply of goods under Contract at the sum of _____ (_____) hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Quotation including Term and Conditions of Supply and Technical Specifications;
 - b) Addendum (if applicable).
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.

4. Contract termination

4.1. Contract termination for the failure to perform obligations:

- (a) The Purchaser, retaining the right on compensation for the damage resulted from the failure to follow Contract provisions, may fully or partially terminate the Contract, having sent to the Supplier a notification on the failure to perform its obligations if:
 - (i) the Supplier had not deliver a part or all Goods in within the period specified in the Contract or within the extended period providing that this extension had been allowed;
 - (ii) the Supplier failed to perform other obligations under the contract; or
 - (iii) during participation in the competitive selection, the Supplier, in the opinion of the Purchaser, became a participant of fraud and corruption, according to the definition given in item 5 below.
- (b) Should the Purchaser terminate the Contract fully or in part, the Purchaser may purchase, based on conditions and method considered as acceptable, the Goods and Accompanying services similar to those not delivered or provided by the Supplier, while the Supplier shall bear pecuniary responsibility to the Purchaser for any additional expenses for procurement of the Goods and Related services. At the same time, the Supplier shall continue performing the remaining obligations under the Contract.

4.2. Contract termination for the bankruptcy of the Supplier:

- (a) The Purchaser may at any time terminate the Contract having notified the Supplier thereof, if the Supplier suffers bankruptcy or becomes insolvent for any other reason. In this case, the Contract will be terminated without any compensation to the Supplier, providing that the contract termination doesn't cause any damage and doesn't impede the right of the Purchaser to make a claim for or get compensation for the incurred or upcoming damages.

4.3. Contract termination at the Purchaser's initiative:

- (a) Purchaser can any time terminate the Contract fully or partially at its own initiative, having sent a corresponding notification to the Supplier. The notification shall note that the Contract is being terminated at the Purchaser's initiative, define to what extent the Supplier's activity under the Contract is terminated and specify the date of effectiveness of the Contract termination.

- (b) Goods ready for dispatch within twenty eight (28) days, following notification of the Supplier on Contract termination, shall be accepted by the Purchaser for the prices and conditions set forth in the Contract. As for other goods, the Purchaser may:
- (i) Purchase any volume of goods with supply for the price and terms specified in the Contract; and/or
 - (ii) Cancel the remaining goods ordered and pay to the Supplier the agreed amount for partially supplied Goods and Accompanying services and for the materials and parts having been procured by the Supplier.

5. Fraud and corruption

If the Purchaser defines that the Supplier and/or any of its staff, agents, subcontractors, consultant or services providers, their staff and Supplier's employees were involved in corruption, fraudulent, cohesive practices, collusion or interfering activities (according to the current Bank's procedures for application of sanctions) upon participation in the competitive selection or in course of implementation of the Contract, the Purchaser may cease the Supplier's activity under the Contract and terminate the Contract, having notified the Supplier 14 days in advance. In this case, the provisions of the Article 4 associated with Contract termination based on item 4.1 shall be triggered.

6. Inspection and audits

- 6.1 The Supplier shall follow all Purchaser's instructions corresponding to the laws currently applied at the place of destination.
- 6.2 The Supplier shall provide permission and make sure that subcontractors and consultants provide their permission to conduct an audit by ARIS and/or by the individuals assigned by the Bank of the Supplier's offices, all receipts and records related to Contract and bid submission. Permissions should be also given to audit these receipts and records, upon the Bank's request, by the auditors appointed by the Bank. The Supplier and affiliated subcontractors and consultants should bring into view Article 5 "Fraud and corruption" in the Contract form which, among other matters, notes that any activity aimed to cause considerable obstacles for audit by ARIS and Bank and for enforcement of audit right is a prohibited activity leading to contract termination (as well as to establishment of the status of ineligibility according to the current WB procedures on application of sanctions).

For the Purchaser

Name _____

Signed by _____

Date _____

For the Supplier

Name _____

Signed by _____

Date _____

FORM OF QUOTATION

_____(Date)

To: _____ (Purchaser's Name)

_____ (Purchaser's Address)

We offer to execute the _____ *[name of Contract]* in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ *[amount in words and numbers]* (_____) *[name of currency]* _____. We propose to complete the Works described in the Contract within a period of _____ months from the Date of Signing of the Contract. .

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Contractor: _____

Address: _____

Phone Number: _____

Fax Number, if any: _____

TERMS AND CONDITIONS OF SUPPLY

Project:

Purchaser:

Receiver:

Package No:

1. Prices and Schedules for Supply

#	Item	Quantity	Unit Price	Total Price at place of destination (incl. all taxes, VAT, customs duties, fees, cost of inland transportation and insurance)	Delivery Time	#

Note: In case of discrepancy between a unit price and a total price, the unit price will be considered as prevailing.

- Fixed Price:** The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
- Upon contract completion, the Purchaser retains the right to increase or reduce the original quantity of goods and services by 15% without change of unit prices and other conditions and terms of the contract.
- Delivery Schedule:** The delivery should be completed as per above schedule but not exceeding _____ months from Contract Signature or, when applicable, from the date of signing of contract.
- Insurance:** Goods supplied under the contract shall be fully insured in freely convertible currency in the event of damages thereof upon manufacturing, purchasing, transportation, warehousing or delivery. The insurance cost shall be 110% of the total cost of goods "from warehouse to warehouse" with allowance for all risks. The Supplier shall document and pay for the insurance of freight, granting to the purchaser the status of a beneficiary.
- Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
- Resolution of Disputes:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the procedures established in the country of the Purchaser.

8. Delivery of goods. Documentation: Once goods are delivered, the Supplier shall notify thereon the Purchaser and the Insurance Company by the telephone or fax. The Supplier shall provide to the Purchaser the information about delivery, including the number of order, description of goods, the quantity and the vessel, Receipt on acceptance of and warehousing the goods issued by the freight company with the description of all information about expedition (harbor where goods were uploaded, the date of transportation, the harbor where goods were unloaded etc.). The Supplier shall send to the Purchaser the following package of documents copied to the Insurance Company:
- (i) Copy of the Supplier's invoice with description of goods, quantity, unit price and total cost;
 - (ii) Copy of air/truck transport document and/ or duplicate of railway transport document, and/or copy of FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked "freight prepaid";
 - (iii) Copy of a packing sheet with description of the content of each package;
 - (iv) Bond note provided by a manufacturer or supplier;
 - (v) Certificate of origin;
 - (vi) Certificate of quality.

The above documents shall be received by the Purchaser at least a week before delivery of Goods, otherwise the Supplier shall be responsible for all subsequent expenses.

9. Payment will be made within 30 days after signing the Act of Acceptance of the corresponding delivery issued by the Purchaser.
10. Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser. Please specify warranty period and terms in detail.
11. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required so as to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
12. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

Address _____

13. Force-Majeure: The supplier shall not be liable for penalties 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.

For purposes of this clause, "Force-Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

14. Required Technical Specifications

- (i) General description;
- (ii) Specific details and technical standards;
- (iii) Performance parameters.

Supplier confirms compliance with the above specifications. *[In case of deviations Supplier to list all such deviations.]*

15. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 21 day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER _____

Authorized Signature _____

Place:

Date:

ANNEX 5.6

Third Village Investment Project
MINUTES OF PROCUREMENT PROCEDURES THROUGH SHOPPING METHOD

The name of the procurement organization of AO/MPG _____

Legal address _____

Director _____

Date of announcement: " ____ " _____ 20__ .

Date of the minutes " ____ " _____ 20__ .

1. Procurement item _____

[brief description of goods]

2. Amount allocated for the procurement _____ KGS

3. Grounds for selection of Shopping method _____

[provide the grounds]

4. Invitation to bid was received by the following bidders and/or sent by fax, email:

No.	Bidder	Legal address	Date of receipt and/or date invitation sent
1			
2			
3			

5. Name and address of bidders that submitted quotation:

No.	Bidder	Legal address	Date of submission
1			
2			
3			

6. Date of review of quotation: " ____ " _____ 20__ года ____ часов.

7. Main requirements in the Invitation to Bid.

This item sets forth (notes) the requirements given in the Invitation to Bid only.

No.	Requirement	Requirement in ITB	Suppliers		
			1.	2.	etc.
A	Total amount of quotation specifying a unit price (if bidding is split in several lots, amount of each lot should be specified)				
B	Validity of quotations				
C	Availability of all documents required in accordance with the requirements in ITB:				

No.	Requirement	Requirement in ITB	Suppliers		
			1.	2.	etc.
	1) Price list and delivery schedule				
	2) information about technical compliance				
	3) supplier has tax liabilities (if required)				
	4) supplier has insurance liabilities (if required)				
	5) additional selection criteria				

8. Evaluation of quotations

In evaluation of quotations for compliance with requirements in ITB specified in item 7, and with technical specifications, the following quotations were rejected:

No.	Bidder	Reference to item 7 in accordance with which the quotation was rejected	Technical specifications served as a ground for rejection of the quotation
1			
2			
3			

9. All quotations were rejected due to _____
[denote the reason]

10. Bidder submitting a quotation compliant with the requirements in ITB and with the lowest in price:

[bidder and quotation price]

11. Protests and complaints: _____

[bidder, brief description, date if complaint, brief description of decision made]

12. Decision was made to conclude a contract for procurement of _____
 with _____ [successful bidder, quotation price or

 Non-award of a contract *[denote the reason]*

13. Special opinion of members of the Bid Evaluation Committee: _____

[Name, brief description of special opinions, date, signature]

Bid Evaluation Committee:

Chairperson: _____/_____

Members: _____/_____

_____/_____

_____/_____

ANNEX 5.7

Third Village Investment Project
STATEMENT OF ACCEPTANCE OF GOODS

Date: _____

Year: _____

AO/MPG _____ *[name and address],*
represented by _____ *[name of responsible person],*
on the one part and _____
[Supplier's name and address]

(Supplier) drew up this statement confirming that the Supplier transfers and AO/MPG accepts the goods supplied under Contract No. _____ dated _____ according to the below table:

No.	Goods, technical specifications	Unit	Number	Unit price (KGS)	Amount (KGS)
Total					

[signature]

Name of a chairperson of AO/MPG

[signature]

Name of Supplier's representative

ANNEX 5.8

**Third Village Investment Project
MINUTES OF BID OPENING**

[denote a procurement method]

[goods/works procured]

Date of bid opening: " ____ " _____ 20__ at ____ *[time]*

No.	Bidder	Amount specified in a bid	Amount specified in a price chart	Discount	Present bidders' representatives	
					Name	Signature

Chairperson of the Bid Evaluation Committee:

Members of the Bid Evaluation Committee:

ANNEX 5.9

**Third Village Investment Project
STANDARD BIDDING DOCUMENTS
FOR PROCUREMENT OF GOODS THROUGH SINGLE-STAGE BIDDING**

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- I. INVITATION FOR BIDS (IFB)**
(Appendix No. 1)
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(Appendix No. 3)
- IV. GENERAL CONDITIONS OF CONTRACT (GCC)**
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- IX. SAMPLE FORMS**
 - 1. Form of Bid and Price Schedules *(Annex Nos. 9, 9a, 9b)*
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 - 5. Form of Performance Security *(Annex No. 13)*
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 - 7. Letter of Acceptance *(Annex No. 15)*
 - 8. Power of Attorney for Signing the Bid *(Annex No. 16)*

Appendix No. 1

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

INVITATION FOR BIDS (IFB)

Date: _____

Source of Funds: _____

IFB #: _____

1. _____
[name of Purchaser]

hereinafter referred to as "the Purchaser", invites eligible bidders to submit their bids for the supply of

 _____.

[brief description of goods and their quantity]

2. Place of delivery, required period of supply: _____.
3. The Purchaser shall provide preference for the proposed price at the rate of _____ % in evaluating the bids for goods of domestic production in comparison with the bids for goods of foreign production *[if preferences are not applicable, the item should be deleted]*.
4. Interested bidder may obtain further information, and get acquainted and purchase a complete set of the bidding documents upon having a written request, and upon payment of a non-refundable fee in the amount of _____ soms at the following address.

[address, telephone (fax) and email of Purchaser or agency responsible for conducting bidding]

5. All Bidders should submit their bids together with the bid security in the amount of _____ % (of the amount of goods offered) not later than _____ hours on "_____" day of _____ 20__ at the address: _____.

[address of Purchaser or agency responsible for conducting bidding]

All late bids shall be rejected and returned to Bidders unopened.

6. Bids shall be valid during _____ days after the date of bid opening.
7. Bids will be opened by the Tender Commission in the presence of Bidders' representatives who wish to attend it at _____ hours on "_____" day of _____ 20__ at the address: _____.

[This date and time means the date of bid opening, and it should coincide with a deadline for submission of bids]

8. Pre-bid conference will be held at _____ hours on "_____" day of _____ 20__ at the address: _____.

[It is preferable that the date for the Conference is the middle of the period given for preparation of bids. This clause should be deleted if pre-bid conference will not be held.]

Manager of Purchaser

/ Full name/

Appendix No. 2

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

INSTRUCTIONS TO BIDDERS (ITB)**A. Introduction****1. Source of financing**

- 1.1. The information on the Purchaser, procurement subject, sources of funding is specified in the *Special Conditions to Instructions to Bidders (Appendix 3)*.

2. Eligible Bidders

- 2.1. The Invitation for Bids (Appendix 1) is open to all the suppliers from any country, other than those prohibited by the laws of the Kyrgyz Republic, or according to an international agreement to which the Kyrgyz Republic is a party.
- 2.2. Government and municipal enterprises may bid only if they are legally and financially autonomous, and if they are legally eligible to carry on business.
- 2.3. Bidders should not be allowed to bid if they are included by the Authorized State Agency into the Database of unreliable suppliers. [The list of unreliable suppliers (contractors) is available at the electronic address specified in the *Special Conditions to the Instructions to Bidders (Appendix 3)*.]
- 2.4. Bidders shall provide such evidence of their eligibility, as the Purchaser shall reasonably request.

3. Conflict of Interest

- 3.1. The bidder or any of its affiliate that have been involved by the Purchaser to provide consulting services at the stage of preparing the bidding and other documents shall have not the right to participate in bidding, and in case when the conflict of interests is found, the bidder's bid shall be rejected.

4. Eligibility of Goods and Related Services

- 4.1. All goods and related services to be provided under the contract shall have their origin in eligible countries.
- 4.2. For the purposes of this clause, "origin" means the place where the goods are obtained, grown, or manufactured, or the place from which the related services are provided.

5. Qualification of Bidders

- 5.1. If no prequalification proceedings have taken place, the qualification requirements to the Bidders set forth in the Section "the Qualification Information" should comply with the following criteria:
 - a) copies of documents determining the legal status, place of registration, principal kind of business, a written power of attorney for the signatory of bid to assume liabilities on behalf of bidders;
 - b) data on the total cost of goods supplied for the last 2 years;
 - c) data on experience in carrying out supplies of a similar nature for the last 2 years;
 - d) bidders should not be insolvent, bankrupt, their property should not be controlled by judicial authority, their cases should not be commanded by court or by the person appointed by court, their commercial activities should not be suspended, and they should not be a subject of such judicial proceedings;
 - e) bidders should fulfill tax and social insurance fund liabilities in the Kyrgyz Republic;
 - f) bidders, and their management personnel within three years preceding the commencement of procurement proceedings should not be associated with giving false information or a misrepresentation of facts as to their qualification information for the purposes of entering into a procurement contract;
- 5.2. To qualify for award of Contract, Bidders should satisfy minimum qualification requirements indicated in the *Special Conditions to Instruction to Bidders (Appendix 3)*.

6. One Bid per Bidder

- 6.1. Each Bidder may submit only one bid either individually or as a partner in a partnership. In case when the Bidder submits more than one bid on that lot, or is involved in several bids (except for permitted or required alternatives), any bid involving that Bidder shall be rejected. However, that does not limit the involvement of subcontractors in more than one bid.

7. Cost of Bidding

- 7.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of conducting manner or outcome of bidding.

B. Bidding Documents

8. Content of Bidding Documents

- 8.1. The set of bidding documents include the following:
- a) Instructions to Bidders (ITB);
 - b) Special Conditions to Instructions to Bidders (SCITB);
 - c) General Conditions of Contract (GCC);
 - d) Special Conditions of Contract (SCC);
 - e) List of the procured goods and related services;
 - f) Technical Specifications;
 - g) Form of Qualification Information;
 - h) Form of Bid and Price Schedules;
 - i) Form of Bid Security;
 - j) Form of Manufacturer's Authorization
 - k) Form of Contract;
 - l) Form of Performance Security;
 - m) Form of Bank Guarantee for Advance Payment;
 - n) Power of attorney for signing the Bid.
- 8.2. The Bidder shall examine all instructions, forms, conditions, and technical specifications incorporated in the bidding documents. Failure to furnish all information required by the bidding documents, or submission of a non-responsive bid shall be the Bidder's risk and may result in the rejection of its bid.

9. Clarification of Bidding Documents and Pre-bid conference

- 9.1. The Bidder requiring any clarification of the bidding documents may address the Purchaser in writing at the address indicated in the *Special Conditions to Instructions to Bidders* (Appendix 3), and using fax or electronic messaging. The Purchaser, not later than three (3) working days, will respond in writing to any request for clarification of the bidding documents. Written copies of the Purchaser's response (including an explanation of the matter's substance but without identifying its source) shall be distributed to all bidders who have received the bidding documents.
- 9.2. The Pre-bid conference will be held by the decision of the Purchaser if indicated in the *Special Conditions for the Instructions to Bidders*. The Bidders, before the conference, may address the Purchaser with requests for clarification to be addressed at the conference, and at the pre-bid conference, may ask any questions and receive answers to the given questions regarding the bidding documents. The Purchaser shall prepare minutes of the conference and promptly send it to all Bidders who have received the bidding documents in order to enable Bidders to take it into account in the preparation of their bids.

10. Amendment of Bidding Documents

- 10.1. At any time before the expiry of the deadline for submission of bids, the Purchaser, whether at its own initiative, or in response to request for clarification sent by the Bidder, may amend the bidding documents.
- 10.2. Any Bidder who has received the bidding documents from the Purchaser shall be promptly notified of the amendment made in writing, or using fax or electronic messaging, and that amendment shall be binding.
- 10.3. In order to allow Bidders sufficient time in which to take the amendment into account while preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bid

11. Language of Bid

- 11.1. The bid prepared by the Bidder, as well as all correspondence and documents related to that bid and exchanged by the Bidder and the Purchaser shall be written in the language specified in the *Special Conditions to Instructions to Bidders*. Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that an accurate translation of the relevant sections in the

language specified in *the Special conditions to Instructions to Bidders* shall be attached to it, and in this case for the purposes of interpretation of that bid, the translation shall prevail.

12. Documents Included in Bid

- 12.1. The bid prepared by the Bidder should contain the following documents:
- a) Form of Bid and Price Schedules completed in accordance with ITB Clauses 13-14;
 - b) Information on qualification and documents evidencing that the Bidder has a qualification required for the execution of Contract in case if its Bid is accepted;
 - c) Documentary evidence of that the goods and related services supplied by the Bidder are acceptable and comply with the Bidding Documents (technical specification);
 - d) Bid Security to be provided in accordance with ITB Clause 18;
 - e) General and Special Conditions of Contract (signed by Bidder page-by-page);
 - f) Alternative offers (at the Purchaser's request);
 - g) Power of attorney issued to a person for signing the Bid,
 - h) other documents to be completed by the Bidders in accordance with the requirements indicated in the *Special Conditions to Instructions to Bidders* (Appendix 3).

13. Alternative Offers of Bidders

- 13.1. The Purchaser may include in the Bidding documents the information on submission of bids taking into account alternative conditions. In that case all requirements of the bidding documents are applied to alternative offers to that extent as well as to basic bids. Alternative bids will not be considered, unless permitted or required in the bidding documents.
- 13.2. The Purchaser shall consider alternative offers of the Bidder who submitted the Lowest Evaluated Bid in accordance with the basic requirement of the bidding documents.
- 13.3. The Bidder, in its Bid, shall indicate the basic price of goods to be supplied in accordance with requirements of the bidding documents, and separately the cost using alternative offers.

14. Bid Price

- 14.1. Subject to selection of Incoterms, as indicated in the *Special Conditions to Instructions to Bidders*, the prices given in the Price Schedule shall include all transportation expenses to destination point, specified in the Contract, all taxes, duties, dues and fees levied in accordance with the legislation of the Kyrgyz Republic, and delivery and other expenses to fulfill contractual obligations.
- 14.2. Prices proposed by the Bidder shall remain fixed during the whole period of contract performance and shall not be changed in any case. The bid allowing price adjustment shall be considered as non-responsive and shall be rejected in accordance with ITB Clause 27.
- 14.3. When the procurement is divided into individual lots, indicated in the *Special Conditions to Instructions to Bidders* (Appendix 3), bidders may submit their bids for one or several lots. When the bid is submitted for several lots, bidders should specify the price for each lot and may offer discounts if two or more lots or group of lots are awarded, provided that the bids for all lots are submitted and opened at the same time.

15. Bid Currency and Payments

- 15.1. Prices should be indicated in the national currency (Kyrgyz Soms), unless otherwise specified in the *Special Conditions to Instructions to Bidders*.
- 15.2. In the event when the Purchaser establishes that payment under the Contract shall be made in national currency in the amount equivalent to a foreign currency, then payment for works executed shall be made to the Supplier in national currency (Kyrgyz Soms) at official rate of the relevant currency established by the National Bank of the Kyrgyz Republic at the date of payment.

16. Documents Evidencing Bidder's Qualification

- 16.1. The Bidder shall furnish, as part of its bid, the documents evidencing the Bidder's qualification sufficient to execute the Contract in case if its bid is accepted.
- 16.2. The documentary evidence of the Bidder's qualifications and skills to perform the Contract in case if its bid is accepted shall satisfy the Purchaser that:
- a) the Bidder has financial, technical, and production capacities required for the implementation of Contract;

- b) the Bidder meets each of the qualification criteria listed in the *Special Conditions to Instructions to Bidders*.

17. Documents Evidencing of Goods' Conformity to Requirements of Bidding Documents

- 17.1. The Bidder shall furnish, as part of its bid, the documents evidencing the acceptability and conformity of all goods and related services to the requirements of the bidding documents proposed to be supplied by the Bidder, in accordance with the Contract.
- 17.2. The documentary evidence of acceptability of the goods should include a description on the Price Schedules, including the country of origin of the goods offered and related services confirmed by the certificate of origin to be issued during shipment and by the certificate of conformity.

18. Bid Security

- 18.1. The Bidder shall furnish, as part of its bid, the Bid Security in the amount and form specified in the *Special Conditions to Instructions to Bidders (Appendix 3)* with a validity period for no less than 2 weeks upon the expiry of a period of bid validity.
- 18.2. All bids not secured shall be rejected by the Purchaser as non-responsive to the requirements of the bidding documents.
- 18.3. The bid security shall be returned to unsuccessful bidders as soon as possible but not later than fifteen (15) days upon the expiry of a period of bid validity, or after furnishing of the performance security by the successful Bidder.
- 18.4. The bid security shall be returned to the successful Bidder after the signing of Contract pursuant to ITB Clause 36, and after furnishing the Performance Security (in case when performance security is required).
- 18.5. The bid security may be forfeited:
 - a) if the Bidder withdraws its bid after it is opened during the period of validity specified in its bid;
 - b) in case when the Contract is awarded to the Bidder, the Bidder fails to sign the Contract on terms and conditions provided in its bid, in accordance with ITB Clause 35;
 - c) the successful Bidder fails to furnish the Performance Security, in accordance with ITB Clause 36.

19. Period of Validity of Bids

- 19.1. Bids shall remain in force during the period specified in the *Special Conditions to Instructions to Bidders (Appendix 3)* after the date of bid opening. The bid having a shorter period of validity shall be rejected by the Purchaser as non-responsive to the bidding documents.
- 19.2. The Purchaser may request the Bidder to extend the period of validity of its bid. Such request and responses thereto shall be made in writing (by fax or telex). The bid security shall also be extended for a period of not less than 2 (two) weeks upon the expiry of extended period of validity of bids. The Bidder may reject a request to an extension without forfeiting its bid security. The Bidder who agreed to extend the validity period of its bid shall not be permitted to modify its bid.

20. Bid Format and Signing

- 20.1. The Bidder shall prepare an original and 2 (two) copies of the bid clearly marking each **"ORIGINAL OF THE BID"** and **"COPY OF THE BID,"** as appropriate. In the event of discrepancies between them, the original shall prevail.
- 20.2. The original and the copy (copies) of the bid shall be typed or written in indelible ink, and shall be signed by the Bidder, or by the person (persons) duly authorized to sign the bid and commit under the Contract. The authorization for signing the bid shall be specified in the power of attorney to be submitted with the bid. All pages of the bid where new information, modifications or erasures found shall be initialed (signed) by the person or persons signing the bid.
- 20.3. The bid shall contain no interlineations, erasures or overwriting, except the cases when the Bidder needs to correct errors which must be initialed by the person or persons signing the bid.

D. Submission of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, marking them **"ORIGINAL"** and **"COPY"** as appropriate. The envelopes shall then be sealed in an outer envelope.

- 21.2. The inner and outer envelopes shall:
- be addressed to the Purchaser at the address specified in the Invitation for Bids;
 - bear the Invitation for Bids (IFB) title and number and the words: **“DO NOT OPEN BEFORE,”** (insert the time and date for bid opening specified in the *Special Conditions to Instructions to Bidders*);
 - name and address of the Bidder.
- 21.3. If the outer envelope is not sealed and marked as required by ITB Clause 21.2, the Purchaser will assume no responsibility for the bid’s misplacement, or premature opening.

22. Deadline for Submission of Bids

- 22.1. Bids must be received by the Purchaser at the address, on the date and at the time specified in the *Special Conditions to Instructions to Bidders*.
- 22.2. The Purchaser may postpone the deadline for submission of bids for later period by amending the bidding documents, in that case the term of validity of all rights and obligations of the Purchaser and Bidders shall be extended subject to the deadline as changed.

23. Late Bids

- 23.1. Any bid received by the Purchaser upon the expiry of a period established for submission of bids indicated by the Purchaser shall be rejected and returned to Bidder unopened.

24. Modification and Withdrawal of Bids

- 24.1. The Bidder may modify or withdraw its bid after the bid’s submission, provided that the Purchaser will receive a written notice of modification, including substitution or withdrawal of bid until the expiry of established period for submission of bids.
- 24.2. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 21. In that case the outer and inner envelopes will be additionally marked **“MODIFICATION”** or **“WITHDRAWAL”**, as appropriate. A withdrawal notice may also be sent as a telegram by telex or fax with a subsequent written confirmation by post-office not later than the deadline for submission of bids.
- 24.3. No bid shall be modified upon the expiry of a deadline for submission of bids.
- 24.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity that is specified by the Bidder on the Bid Form. Withdrawal of a bid during that interval may result in the Bidder’s forfeiture of its bid security, in accordance with ITB Clause 18.7.

E. Opening and Evaluation of Bids

25. Opening of Bids by the Purchaser

- 25.1. The Purchaser will open all bids in the presence of bidders’ representatives who wish to attend it, at the time, on the date, and at the address specified in the *Special Conditions to Instructions to Bidders* (Appendix 3). The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 25.2. The envelopes marked as **“WITHDRAWAL”** and **“MODIFICATION”** will be opened first and read out. In that case the bids of which a withdrawal notice has been sent pursuant to Clause 24, the envelopes shall be returned to Bidders unopened.
- 25.3. The bidders’ names, bid prices, including alternatives (if alternatives permitted), information on the presence or absence of required bid security, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No bid may be rejected at the opening, except for late bids to be returned to the Bidder unopened.
- 25.4. Bids (and modifications sent pursuant to ITB Clause 24.2 that are not opened and read out during the bid opening shall not be accepted for further evaluation, regardless of circumstances.
- 25.5. The Purchaser will prepare the bid opening minutes and shall promptly send it to the Authorized State Agency on procurement.

26. Clarification of Bids

- 26.1. During the bid evaluation, the Purchaser at its discretion may solicit the Bidder’s clarification of its bid. The request for clarification and the response thereto shall be given in writing, and in that case no change in the price or substance of the bid shall be sought, offered, or permitted.

27. Preliminary examination and correction of arithmetical errors in Bids

- 27.1. The Purchaser shall determine for each bid whether they are substantially responsive to the bidding documents. For the purposes of this Clause, a substantially responsive bid is one which satisfies all the above provisions without a material deviation or reservation.
- 27.2. The Purchaser may waive any minor nonconformity, or small mistake or inaccuracy in the bid which are not a material deviation from the requirements of the bidding documents, and such nonconformity or inaccuracy will not influence the evaluation of bid. To the extent feasible, for the purposes of comparing bids, acceptable deviations shall be quantified in monetary terms, and reflected in adjustments to the bid price.
- 27.3. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall govern. If the Bidder disagrees with such correction of errors, then its bid shall be rejected.
- 27.4. In order to ensure a fair evaluation of bids, the cost of all non-conformable and omitted items shall be determined by the Purchaser by adding the cost of those non-conformable and omitted items to the bid price determined to be equal to the highest price specified for those items by other Bidders.

28. Conversion to Single Currency

- 28.1. To facilitate evaluation and comparison procedures, the Purchaser will convert all bid prices expressed in multiple currencies in which payments should be made according to the bids, into Kyrgyz Soms at the exchange rate established by the National Bank of the Kyrgyz Republic for the date of bid opening.

29. Preferences to Local Bidders

- 29.1. In the event of granting preferences for the goods of domestic production, so for the purposes of comparison of bids, the Purchaser will provide certain preferences for the goods manufactured in the Kyrgyz Republic, in accordance with the procedures set forth in subsequent paragraphs.

30. Evaluation and Comparison of Bids

- 30.1. The Purchaser will evaluate and compare only those bids previously determined to be responsive to the bidding documents, in accordance with ITB Clause 27.
- 30.2. The Purchaser's evaluation of a bid will take into account, in addition to the bid price, one or some of the following factors specified in the *Special Conditions to Instructions to Bidders* (Appendix 3), and quantified in monetary terms.
 - a) cost of inland transportation, insurance, and other expenditures in the Kyrgyz Republic associated with delivery of the goods to their final destination;
 - b) cost of component parts, mandatory spare parts, and service;
 - c) availability of spare parts for the equipment offered and possible after-sales service;
 - d) projected operating and maintenance costs during service life of the equipment;
 - e) performance and productivity of the equipment offered;
 - f) delivery schedule proposed in the bid;
 - g) other specific criteria indicated in the *Special Conditions to Instructions to Bidders* (Appendix 3) and/or in the *Technical Specifications* (Appendix 7).

31. Confidentiality and Contacting the Purchaser

- 31.1. Information related to the examination, evaluation and comparison of bids, and recommendations on award of the Contract shall not be disclosed to any other persons concerned with such process until information on award is transmitted to all Bidders.
- 31.2. No Bidder shall contact the Purchaser on any matter related to his bid from the date of bid opening until the date of contract award, except for requests related to clarification of the bid.
- 31.3. Any effort by the Bidder to influence the Purchaser's decision on bid evaluation and comparison, or contract award may result in the rejection of that Bidder's bid.

F. Award of Contract**32. Award Criteria**

- 32.1. Subject to ITB Clauses 34, the Purchaser will award the Contract to the Bidder whose bid is determined to

be substantially responsive to the requirements of the bidding documents, and who offered **the Lowest Evaluated Bid**, provided that the Bidder has been determined:

- a) to be eligible pursuant to Clauses 2 of this Instruction;
- b) to be met with qualification requirements pursuant to Clause 5 of the Instruction.

33. Purchaser's Right to Vary Quantities at Time of Entering into a Contract

- 33.1. The Purchaser reserves the right, when entering into a contract, to increase or decrease the quantity of goods and related services specified in the Schedule of Requirements, by the percentage indicated in the *Special Conditions to Instructions to Bidders (Appendix 3)*, with no change in the unit price or other conditions (but not more than 15 (fifteen) percent).

34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

- 34.1. The Purchaser shall reject a bid in the following cases:

- a) This bid does not comply with qualification requirements of *Special Conditions to Instructions to Bidders (Appendix 3)*;
- b) The bid is not substantially responsive to the requirements of *Special Conditions to Instructions to Bidders (Appendix 3)*;
- c) The Bidder does not accept correction of arithmetical errors.

- 34.2. The Purchaser recognized the tender as invalid in the following cases:

- a) All bids are rejected;
- b) The minimum price of bids exceeds the amount allocated by the procuring entity for that bid.
- c) the procurement stopped complying with the state interests and due to unexpected serious changes of the situation.

- 34.3. The Purchaser does not bear any liability before the Bidders in case of rejection of all the bids.

35. Notification of Award and signing the Contract

- 35.1. Before expiry of the period of bid validity, the Purchaser will notify the successful Bidder during 3 (three) days since decision on award. The letter should include the amount that the Purchaser commits to pay to the Performer for services in accordance with the Contract.

- 35.2. Notification of Award shall be part of the Contract.

- 35.3. The Form of Contract incorporated in the Bidding Documents includes all the arrangements between the Purchaser and successful Bidder. The Contract is signed by the Purchaser and sent to the successful Bidder in 2 copies together with the letter on acceptance of the bid. During seven (7) days of receipt of the written notice the successful Bidder signs the Contract and delivers it to the Purchaser together with the required Performance Security.

- 35.4. If after notification on the Contract award any Bidder wishes to clarify the reasons for which his/her bid was not determined as successful, he should address his question to the Purchaser. The Purchaser will immediately respond to the successful Bidder.

36. Performance Security (if needed)

- 36.1. Together with the signed Contract, the Bidder shall furnish the Purchaser with a Performance Security in the amount and form specified in the *Special Conditions to Instructions to Bidders (Appendix 3)*.

- 36.2. If the successful Bidder fails to furnish the performance security, or during 7 (seven) days fails to return the signed Contract, it shall be a sufficient base to reject the Contract award, and confiscate the bid security. In that case the Purchaser will award the Contract to the next evaluated Bidder whose bid is substantially responsive and who is determined by the Purchaser to be qualified to perform the Contract satisfactorily, subject to the Purchaser's right to reject all bids in accordance with Clause 34 of this Instruction and announce a new tender.

37. Advance payment and security

- 37.1. The Purchaser shall pay the advance payment in accordance with the Contract if this requirement and the amount are envisaged by *Special Conditions to Instructions to Bidders (Appendix 3)*.

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

SPECIAL CONDITIONS TO INSTRUCTIONS TO BIDDERS (SCITB)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions of the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB (Appendix 2).

Item #	
ITB 1.1. and 9.1	Name, address, telephone and fax numbers, and email of Purchaser: _____ The subject of the procurement is: [... <i>insert brief description of the procurement</i>]
ITB 1.1.	Source of funds: _____
ITB 2.3.	The Internet address for the list of unreliable suppliers (contractors) is: _____
ITB 5.1.	To qualify for award of Contract, Bidders shall meet the following minimum qualifying criteria: 1) experience as a supplier in carrying out of 3 (three) or more supplies for last 2 (two) years; 2) volume of supplies for not less than _____ thousand soms for last 2 (two) years
ITB 9.2.	A pre-bid conference will be held on [... <i>insert date, if a pre-bid conference is to be held</i>] at [... <i>insert time</i>], at [... <i>insert location and address</i>]
ITB 11.1.	Language of Bid _____ (specify language)
ITB 12.1.	Any other document to be completed by Bidders _____ _____ (specify what other documents)
ITB 13.1	Whether alternative bids will or will not be considered (<i>Delete inapplicable option</i>) Alternative conditions _____ (specify alternative conditions)
ITB 14.3.	The number, identification and names of lots comprising the procurement proceeding, and for which bidders are to price individually, are as follows: [<i>insert number; list lots and related Goods</i>].
ITB 14.1	The price quoted by Bidders shall be presented on the basis of _____ for Goods delivered from abroad, and on the basis of _____ for Goods delivered from within the Kyrgyz Republic [the Purchaser may select the appropriate INCOTERMS, as an alternative to formulation in Clause 12.1]
ITB 15.1	Bid Currency _____ (specify currency)
ITB 18.1.	The amount and form of bid security. _____ The term of validity of bid security. _____
ITB 19.1.	The period of bid validity _____

	<i>(that period should be enough to complete evaluation of bids and enter into the contract)</i>
ITB 21.2, 22.1, and 25.1	<p>The deadline and address for submission of bids, and the date, time and address for bid opening at « ____ » hours on ____ day of _____ 20 ____.</p> <p><i>(the date and time of opening should coincide with a deadline for submission of bids) at the address: _____</i></p> <p><i>(specify address)</i></p>
ITB 29.1	<p>Preferences to Bidders offering the goods of domestic production at the rate of ____ percent.</p> <p><i>(specify value of preference percent for the price offered)</i></p> <p>or</p> <p>Preferences shall not apply to Bidders.</p> <p><i>[Delete unnecessary option]</i></p>
ITB 30.	<p>Bid evaluation criteria.</p> <p>1) The cost of spare parts.</p> <p>_____</p> <p><i>(if required, reference to the Technical specifications)</i></p> <p>2) The spare parts and after-sales service in the Kyrgyz Republic.</p> <p>_____</p> <p><i>(specify minimum required after-sales service and list of spare parts, or reference to the Technical Specifications)</i></p> <p>3) Projected operating and maintenance costs <i>[delete if not applicable]</i></p> <p>4) Performance and productivity of equipment.</p> <p>5) Additional criteria _____</p> <p><i>(provide details of the evaluation method, including by any necessary reference to the Technical Specifications)</i></p>
ITB 33.	<p>Percentage quantity increase or decrease.</p> <p><i>(not exceeding 15 (fifteen) percent)</i></p> <p><i>(this optional clause is to be used only where appropriate)</i></p>
ITB 36.1	<p>The amount and period of Performance Security _____</p> <p>_____</p> <p><i>(specify amount and form of guarantee, but not more than 10 % of bid price)</i></p>
ITB 37.	<p>The Advance payment makes: <i>[insert the percent amount. This per cent should be sufficient to minimize the supplier's need in loans to perform the contract; to be deleted if no advance payment is envisaged].</i></p>

Appendix No. 4

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In this Contract, below listed terms shall be interpreted as follows, unless otherwise specified in the context:

- a. **"Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Form of Contract signed by the parties, including all attachments and appendices thereto and all the documents referenced therein;
- b. **"Contract Price"** means the price payable to the Supplier under the Contract for complete and proper fulfillment of its contractual obligations;
- c. **"Goods"** means product of any kind and description, including raw materials, goods, equipment and subjects in firm, liquid or gaseous condition, electric power, and services related to supply of goods, unless their cost exceed the cost of goods, to be supplied by the Supplier to the Purchaser under the Contract;
- d. **"Related Services"** means services which ensure the supply of the Goods, such as transportation and insurance, and any other incidental services including assembly, start-up, technical assistance, training, and other such kind of obligations of the Supplier provided by the Contract;
- e. **"GCC"** - means the General Conditions of Contract contained in this Section;
- f. **"SCC"** - means the Special Conditions of Contract;
- g. **"Purchaser"** – means the Purchaser carrying out the procurement of Goods, specified in the SCC;
- h. **"Supplier"** – means an individual or legal entity, or a combination of any abovementioned forms which operate under the existing agreement as a partnership which carry out the supply of the Goods and Services under the Contract;
- i. **"Day"** –means calendar day.

2. Application

- 27.1. The General Conditions of Contract shall apply wherever other sections of the Contract shall not prevail over them.

3. Contract Documents

- 3.1. The below listed documents shall form the Contract and shall be its integral part, namely:
 - a. Purchaser's Notification of Award;
 - b. Contract;
 - c. General Conditions of Contract;
 - d. Special Conditions of Contract;
 - e. Bid Form and Price Schedule submitted by Bidder;
 - f. Schedule of Requirements;
 - g. Technical Specifications;
 - h. Any other document stipulated under the Contract.

4. Performance Security

- 4.1. During seven (7) days upon receipt of notification of award, the successful Bidder shall furnish the Purchaser with the performance security the amount and form of which is indicated in the *Special Conditions of Contract (Appendix 5)*.
- 4.2. The funds of the performance security are payable to the Purchaser as a compensation for any loss which may result from the Supplier's failure to perform its obligations under the Contract.
- 4.3. The performance security should be repaid by the Purchaser and returned to the Supplier not later than fifteen (15) days following the date of completion by the Supplier of its obligations under the Contract, including any warranty obligations, unless otherwise specified in the *Special Conditions of Contract*.

5. Country of Origin

- 5.1. All Goods and Services provided under the Contract shall originate from countries and territories not prohibited by the laws of the Kyrgyz Republic or by any international agreement to which the Kyrgyz Republic is a party.
- 5.2. For purposes of this Clause, "origin" means the place where the Goods have been mined, grown, or produced, or from where the Services have been delivered. It is deemed that the Goods are produced when, through

manufacturing, processing, or qualitative assembly of components, a commercially recognized new product appears which is substantially different in basic characteristics, in purpose or utility from its components.

6. Standards

- 6.1. The Goods supplied under the Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard acceptable to the Goods' country of origin.

7. Use of Contract Documents and Information

- 7.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the content of Contract, or any provision thereof, and technical documentation, plans, drawings, patterns, samples, or information furnished by or on behalf of the Purchaser in connection therewith to other persons, except for the personnel employed by the Supplier to execute the Contract. The information specified shall be disclosed to such personnel in confidence and to that extent only as far as may be necessary to perform contractual obligations.
- 7.2. The Supplier shall not, without the Purchaser's prior written consent, use any document or information, the documents enumerated in this Clause, except for purposes of implementing the Contract.
- 7.3. All documents, other than the Contract itself, enumerated in GCC Clause 7.1. shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

8. Inspections and Tests

- 8.1. The Purchaser or its representatives may conduct inspection and/or tests of the Goods to confirm their compliance with Technical specifications of the Contract, if it is specified in the bidding documents. All expenses related to conducting those tests shall be incurred by the Supplier. The Technical specifications shall specify what inspection and tests are necessary to the Purchaser, and where they must be carried out. The Purchaser shall notify the Supplier in writing and on time of its representatives intended for those purposes.
- 8.2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractors, at point of delivery, and/or at the Goods' final destination. If conducted on the territory of the Supplier or its Subcontractors, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3. If the Goods inspected or tested do not conform to the Technical specifications, the Purchaser may reject them, and the Supplier will either replace the rejected Goods, or make necessary alterations in accordance with requirements of the Technical specification at no cost to the Purchaser.
- 8.4. The Purchaser is entitled to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Kyrgyz Republic, if they have not been tested, or parameters obtained after the test do not conform to the required parameters of Technical specifications.
- 8.5. No item of the above said shall release the Supplier from warranty or other obligations under the Contract.

9. Packing

- 9.1. 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, and as required in *the Special Conditions of Contract (Appendix 5)*.

10. Delivery and Transportation; Documents

- 10.1. The delivery of the Goods shall be carried out by the Supplier within the dates and to the Final destination specified in the Schedule of the Procured Goods and Services should provide documents indicated in the SCC. Subject to the SCC, transportation of the Goods to the place indicated by the Purchaser shall be carried out and paid by the Supplier, and the related costs shall be included in the Contract Price.
- 10.2. The documents to be provided by the Supplier shall be indicated in *the Special Conditions of Contract (Appendix 5)*.

11. Insurance

- 11.1. The Goods supplied under the Contract shall be fully insured in the national currency or in a freely convertible currency against contamination or damage resulting from manufacture, purchase, transportation, storage, and delivery in the amount specified in the *Special Conditions of Contract (Appendix 5)*.
- 11.2. Insurance shall be the responsibility of the Supplier or the Purchaser, depending on the delivery terms, in

accordance with the provisions of current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

12. Related Services

- 12.1. The Supplier shall be responsible for performance of any incidental services indicated in the *Special Conditions of Contract (Appendix 5)* and/or enumerated in the *Schedule of the Procured Goods (Appendix 6)*, to be furnished in delivery of the Goods and during the execution of the Contract.

13. Spare Parts

- 13.1. The Purchaser may require the Supplier to provide any or all of the following materials, and information on spare parts manufactured or sold by the Supplier, specified in the *Special Conditions of Contract (Appendix 5)*:
- 1) spare parts which the Purchaser may select to purchase from the Supplier, provided that such selection shall not release the Supplier from all warranty obligations under the Contract;
 - 2) in case when the production of spare parts is stopped, the Supplier shall:
 - (a) beforehand notify the Purchaser of forthcoming closing down of production, in order to allow the Purchaser to make necessary procurement in sufficient quantities;
 - (b) following such closing down, provide to the Purchaser, free of charge the blueprints, drawings, and technical specifications for spare parts.

14. Warranty

- 14.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models reflecting all recent modifications in design and materials, unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under the Contract shall have no defect, arising from design, materials, or workmanship (except when the use of such design and/or material is specified in the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions usual to the Kyrgyz Republic.
- 14.2. This warranty shall be valid for the period specified in the *Special Conditions of Contract* after the Goods, or any portion thereof subject to specific circumstance, have been delivered to and accepted at the final destination indicated in the Contract or within the period specified in the *Special Conditions of Contract*, after the date of Goods' shipment from the port of departure of that country where the Goods originate, whichever period ends earlier, unless specified otherwise in the *Special Conditions of Contract*.
- 14.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4. Upon receipt of such notice, the Supplier shall, within the period specified in the *Special Conditions of Contract* and as soon as possible, repair or replace the defective Goods or any portion thereof at no costs to the Purchaser.
- 14.5. If the Supplier, having received a notice, fails to remedy the defect(s) within the periods specified in the *Special Conditions of Contract*, the Purchaser may apply necessary sanctions at the Supplier's responsibility and expenses and without any detriment to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

- 15.1. Payment to the Supplier for the Goods supplied shall be made in accordance with the Contract in the form and within the periods specified in the *Special Conditions of Contract (Appendix 5)*.
- 15.2. The Supplier's apply for payment shall be made to the Purchaser in writing, accompanied by the relevant invoice describing, as appropriate, the Goods delivered and the Services performed, and by the documents submitted pursuant to Clause 10 of the Contract after fulfillment of other obligations specified in the Contract.
- 15.3. Payments shall be made by the Purchaser not later than the date specified in the *Special Conditions of Contract* of the date when invoice is accepted by the Purchaser.
- 15.4. The currency or currencies in which payment is made to the Supplier under the Contract specified in the *Special Conditions of Contract*, subject to observing the following general principle: payment will be made in a currency or currencies in which payment has been requested in the Supplier's bid.

16. Prices

16.1. Prices determined by the Supplier in the Contract for the Goods delivered and for the Services provided shall not vary from the prices quoted by the Supplier in its bid.

17. Assignment

17.1. The Supplier shall not assign, in whole or in part, its obligations under the Contract to the third party for the execution without the Purchaser's prior written consent.

18. Subcontracts

18.1. The Supplier may enter into a Contract with subcontracted organizations, but it can not transmit the Contract to the third party without the Purchaser's written approval. Presence of subcontractors does not change the Contract conditions between the Purchaser and the Supplier from material or another liability under the Contract, and the Supplier remains fully responsible for performance of the Contract.

18.2. When entering into more than one Contract with subcontractors, the Supplier should coordinate its activities with them.

18.3. The Supplier should submit to the Purchaser copies of all subcontracts made under the Contract. The implementation of conditions of the Contract by subcontracted organizations does not release the Supplier from material or another liability under the Contract.

19. Delays in the Supplier's Performance

19.1. Delivery of the Goods and provision of the related services shall be carried out by the Supplier in accordance with the schedule indicated by the Purchaser in the *Schedule of Requirements (Appendix 6)*.

19.2. Should the Supplier or its subcontractor(s) encounter conditions impeding timely delivery of the Goods and provision of the Services during the execution of the Contract, the Supplier shall promptly notify the Purchaser in writing of the fact of delay, its presumable duration and cause(s). Upon receipt of the notice from the Supplier, the Purchaser, as soon as possible, should estimate the situation, and should, at its discretion, extend the term of Contract performance with the Supplier, with or without payment of liquidated damages; in that case such extension shall be agreed by the parties by amending text of the Contract.

19.3. Except as provided under Clause 23 of the Contract, the delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless parties agreed on extension of time pursuant to Clause 20.2 of the Contract without the application of liquidated damages.

20. Liquidated Damages

20.1. Subject to Clauses 23 of the Contract, in case when the Supplier fails to deliver portion or all of the Goods, or to provide the Services within the periods specified in the Contract, the Purchaser shall, without prejudice to its rights under the Contract, deduct from the Contract Price, as liquidated damages, a sum specified in the *Special Conditions of Contract (Appendix 5)* for each day of delay until actual delivery or provision of the Services occur, but not more than a maximum deduction specified in the *Special Conditions of Contract*. Once the maximum is reached, the Purchaser may consider termination of the Contract, in accordance with Clause 22 of the Contract.

20.2. Subject to Clause 23 of Contract, in case when the Purchaser does not pay the Supplier the Contract amount within the periods specified in the *Special Conditions of Contract*, the Purchaser shall pay the percentage of payment as penalty for delay of payment specified in the *Special Conditions of Contract* for each day of delay.

21. Termination for Default

21.1. If the Supplier fails to perform any of its obligations under the Contract, the Purchaser, without detriment to any other sanctions of infringement of the provisions of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part.

21.2. If the Purchaser terminates the Contract in part pursuant to Clause 22.1 of the Contract, the Purchaser may, on the applicable terms and practical basis, procure similar incompletely delivered Goods or Services, where the Supplier shall be responsible to the Purchaser for all additional costs related to such similar Goods or Services.

22. Termination for Insolvency

22.1. The Purchaser may, at any time, terminate the Contract by appropriate written notice sent to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In that case, the termination will be carried out without

compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or sanction which has accrued or will accrue thereafter to the Purchaser.

23. Termination for Inexpediency

- 23.1. The Purchaser may, at any time, terminate the Contract for inexpediency, in whole or in part, by appropriate written notice sent to the Supplier. The notice of termination shall specify the reason of termination, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 23.2. When the Contract is terminated under such circumstances, the Supplier has the right to request payment only for actual costs arising from termination hereunder, on the date of Termination.

24. Force majeure

- 24.1. Notwithstanding the provisions of Clauses 20, 21 and 22 of the Contract, the Supplier shall not forfeit its performance security, and shall not be liable for payment of liquidated damages, or termination for default if delay in executing the Contract or failure to perform contractual obligations was the result of an event of force majeure.
- 24.2. For the purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier, not associated with the Supplier's fault or negligence, and not foreseeable. Such events may include but are not restricted to such actions as wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3. When force majeure arises, the Supplier shall promptly notify the Purchaser in writing of such event and its causes. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as may be practical, and shall seek alternative ways to execute the Contract, irrespective of an event of force majeure.

25. Settlement of Disputes

- 25.1. If any dispute or disagreement arises between the Purchaser and the Supplier for the Contract or in connection with it, the parties shall make every effort to resolve the dispute or disagreement peacefully by mutual consultation.
- 25.2. If during twenty-one (21) days the parties failed to resolve their dispute or disagreement by mutual consultation, either the Purchaser or the Supplier may send the other party the notice of intent to commence Arbitration, or the matter may be brought to a court of General Jurisdiction, as specified in the *Special Conditions of Contract (Appendix 5)*.
- 25.3. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract, unless they otherwise agree.

26. Governing Language

- 26.1. The Contract shall be written in the language specified in the *Special Conditions of Contract (Appendix 5)*. The version of the Contract written in the specified language shall govern during its interpretation. Any Contract-related correspondence and other documents exchanged by the parties shall be written in the same language.

27. Applicable Law

- 27.1. The regulations of the Civil Code of the Kyrgyz Republic shall be applied to Contracts.

28. Formal Communication between the Purchaser and the Supplier

- 28.1. Any notice given by one party to the other pursuant to the Contract shall be in force if it is done in writing and sent at the address of other party specified in the *Special Conditions of Contract (Appendix 5)*.
- 28.2. A notice shall be effective when delivered or on the specified date, whichever is later.

29. Taxes and Duties

- 29.1. The Supplier, including a foreign Supplier shall be fully responsible for all taxes, duties, license taxes, etc., levied in accordance with the legislation of the Kyrgyz Republic, in addition, a foreign Supplier shall also be fully responsible for all taxes, duties, license taxes and other levies paid outside the Purchaser's country.

30. Advance Payment

- 30.1. The Purchaser shall make advance payment to the Supplier in the amount and within the dates indicated in the *Special Conditions of Contract*, provided that the Supplier furnished a bank guarantee for advance payment in the amount of advance. The guarantee shall remain in force until advance payment is fully repaid, at that time the amount of Guarantee shall be progressively reduced to the amounts repaid by the Supplier. The interest shall not be charged for advance payment.
- 30.2. The Supplier shall use advance payment exclusively to pay for the Goods and other costs required directly for the Contract performance.
- 30.3. The advance payment shall be repaid by deducting proportional amounts as far as equipment supplied as specified in the *Special Conditions of Contract* which are due to the Supplier. The advance payment or its repayment shall not be taken into account in the calculation of equipment price, Modification, bonuses or liquidated damages.

Appendix No. 5

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

GCC Clause No.	Special Conditions of Contract
1 1.1. f 1.1.g	Definitions The Purchaser is _____ <i>[indicate name of Purchaser]</i> The Supplier is _____ <i>[indicate name of Supplier]</i>
3.1 (3)	Any other document additionally provided for in the Contract _____ <i>[specify documents]</i>
4 4.1. 4.4.	Performance Security The amount of performance security: _____ <i>[should not exceed (10) percent of Contract Price].</i> After delivery and acceptance of the Goods, the amount of performance security may be reduced to _____ percent of the Contract Price taking into account the Supplier's warranty obligations pursuant to Clause GCC 14.2. <i>[It is applied, when there is guarantee for Goods. If that condition is not acceptable, this item should be deleted.]</i>
8 8.1	Inspections and tests Inspections and tests, including any tests prior to the shipment of Goods and at final acceptance, are as follows: _____ _____ <i>[indicate inspections and tests procedures]</i>
8.2.	The place for proposed inspections and tests _____ _____ <i>[specify place]</i>
9 9.1.	Packing _____ <i>[specify packing methods]</i>
10.	Delivery and Transportation, Documents The following documents: (1) Copies of Supplier's invoice indicating a description, quantity, unit price of the Goods and total amount; (2) shipping order, railway receipt or truck receipt; (3) Insurance certificate; (4) Warranty certificate of Manufacturer or Supplier;

GCC Clause No.	Special Conditions of Contract
	<p>(5) Inspection certificate issued by the authorized inspection service, and the supplier's factory inspection report (if any); and</p> <p>(6) Certificate of origin;</p> <p><i>[According to whichever provision established by the applicable INCOTERMS, list other similar documents.]</i></p> <p>The above documents should be received by the Purchaser, at least, one week prior to the Goods' arrival to point of delivery, and if the Goods are not received, the Supplier shall be liable for all related costs.</p>
<p>11.</p> <p>11.1.</p>	<p>Insurance</p> <p>The amount of insurance shall be equal to 110 percent of price of the Goods delivered on terms _____</p> <p><i>[indicate delivery terms by Incoterms]</i></p>
<p>12.</p> <p>12.1</p>	<p>Related Services</p> <p>Related services to be provided are as follows:</p> <p>_____</p> <p><i>[Specific services covered under GCC Clause 12 and/or other should be indicated with a description of the desired features.]</i></p>
<p>13.</p> <p>13.1.</p>	<p>Spare Parts</p> <p>The list of spare parts and additional requirements for spare parts manufactured by the Supplier _____</p> <p><i>[indicate list of spare parts]</i></p>
<p>14.</p> <p>14.2</p> <p>14.4.</p> <p>14.5.</p>	<p>Warranty</p> <p>The warranty period shall be _____ hours of operation or _____ months of the date of Goods' acceptance. In addition, the Supplier should warrant the maintenance specified in the Contract. If, for reasons attributable to the Supplier, a warranty is not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>14.4. Ensure the correction of defects pursuant to warranty for _____ days or months.</p> <p>14.5. Pay the Purchaser liquidated damages for non-fulfillment of warranty obligations under the Contract. The amount of such liquidated damages shall be (_____) percent per day but not more than 10% of the Contract Price.</p>
<p>15.</p> <p>15.1</p> <p>15.3</p>	<p>Payment</p> <p>Period of payments _____</p> <p>(a) <i>Advance payment:</i> _____ percent of the Contract Price shall be paid within _____ days of signing of the Contract, upon submission a bank guarantee for the equivalent amount, and in the form provided in the bidding documents;</p> <p>(b) <i>On shipment:</i> _____ percent of the Contract Price the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank of its country, upon submission of documents specified in GCC Clause 11;</p> <p>(c) <i>On acceptance:</i> _____ percent of the Contract Price the Goods received shall be paid within _____ days of receipt of the Goods upon submission of request supported by the acceptance certificate issued by the Purchaser.</p> <p>15.3 Payments _____ (specify currency) shall be made within _____ days of submission of the</p>

GCC Clause No.	Special Conditions of Contract
and 15.4.	request supported by a certificate from the Purchaser declaring that the Goods have been delivered and all other contracted Services have been performed.
20	Liquidated Damages Applicable rate for untimely delivery: _____.
20.1.	Maximum deduction: _____. <i>[Applicable rate should not exceed half (0.5) percent per week, and the maximum amount should not exceed five (5) percent of the Contract Price.]</i>
20.2. and 20.1.	Applicable rate for untimely payment: _____. Maximum deduction: _____. <i>[Applicable rate should not exceed one tenth (0.1) percent per day and the maximum amount should not exceed five (5) percent of the Contract Price.]</i>
25.	Settlement of Disputes
25.2. (b)	Disputes arising out of or in connection with the Contract shall be settled in Arbitration in accordance with [... identify arbitration rules to be applied, as well as the number of arbitrators (one or three), the language of the arbitration, the location and, if applicable, the institution under whose auspices the arbitration would be administered]. or in court of general jurisdiction in accordance with the laws of the Kyrgyz Republic. <i>[delete if unnecessary]</i>
26	Governing Language
26.1.	The Governing Language is: _____ <i>[Kyrgyz or Russian]</i>
28.	Notices
28.1.	Purchaser's address for notice purposes: _____ Supplier's address for notice purposes: _____

Appendix No. 6

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as days specifies hereafter the date of delivery to point of destination. In column “the delivery schedule”, the Purchaser shall indicate the date from which the schedule starts. It should be either the date of award, or the date of signing, or the date of opening of letter of credit, or the date of confirming the letter of credit (subject to circumstances). The Form of Bid indicates only reference to that schedule.

No.	Brief Description of Goods and Related Services	Quantity	Delivery Schedule _____ days as of “___” ___ 20__.

Appendix No. 7

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

TECHNICAL SPECIFICATIONS

Lot No.	Name and Description of Goods	Information of Conformity (the Goods Offered by the Supplier)
1		
2		

Notes for Preparing the Technical Specifications

The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Kyrgyz Republic or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable.

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

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent."

Where appropriate, drawings, including site plans as required, may be furnished by the Purchaser with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Purchaser during contract execution.

Appendix No. 8

Form

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

QUALIFICATION INFORMATION**For individual bidders or individual members of a partnership**1. Legal status of Bidder *[attach copy]*.

Place of registration: _____

Principal kind of business: _____

Power of attorney for signing the Bid *[attach]*.

1.1. Total volume of supplies carried out for the last (2) two years in soms:

_____ soms in 200____.

_____ soms in 200____.

_____ soms in 200____.

1.2. Supplies of a similar nature executed by the Supplier during the last two years *(not less than two (2) supplies)*.

	Name of Goods	Name, Address and Contact Information of Clients	Contract Price

1.3. Qualifications and experience of employees of key positions of the Supplier.

Position	Full Name	Years of Experience (general)	Years of Experience as a Supplier

1.4. Proposals for major subcontractors.

Nature or Name of Supplies	Subcontractor (name, address and telephone number)

1.5. Copies of financial reports for the last three years *(balance sheets, loss and profit statements, auditors' reports, etc.)*. List below and attach copies.

1.6. Evidence of access to financial resources *(cash in hand, lines of credit, etc.)*. List below and attach copies of supporting documents.

1.7. Presence of tax debts and debts of social insurance payments (*reply and attach supporting documents*).

1.8. Information on all claims, arbitration or other legal proceedings currently being examined or already settled.

Other Party (ies) of Trial	Cause of Dispute	Amounts Disputed

2. The Supplier confirms that it conforms to all of the qualification criteria, in accordance with Public Procurement Law of the Kyrgyz Republic.

I certify the authenticity of all the above information.

(Full name) (Title) (Signature and seal)

Dated on « _____ » day of _____ 200 _____.
[date]

**Appendix No. 9
Form**

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

BID AND PRICE SCHEDULE

Date: _____

IFB No: _____

To: _____
[Name and address of Purchaser]

Having examined the bidding documents, including the Annexes and Addenda No. _____ *[specify number]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver _____ *[description of goods and related services]* in accordance with the requirements of the bidding documents for the total amount _____ *[total amount of bid in words and figures]* supported by the attached Price Schedule which is a part of this Bid.

Alternative Bid: _____
[Alternative bid price, at the Purchaser's request]

a) We, including all subcontractors, regarding any part of the Contract, in accordance with the bidding documents, have no conflict of interests pursuant to subclause 3 of the Instructions to Bidders;

b) We, including all subcontractors, regarding any part of the Contract, in accordance with the bidding documents, have not been declared by the Authorized State Agency on procurement to be ineligible, or are not ineligible, in accordance with the legislation of the Kyrgyz Republic.

We undertake, if our Bid is accepted, to supply the Goods in accordance with a delivery schedule given in the Schedule of Requirements.

If our Bid is accepted, we undertake to furnish the Performance security in the form of _____ in the amount of _____, comprising _____% of the Contract Price in order to execute the Contract properly and within the time period(s) specified in the Bidding Documents.

If our bid is accepted we request advance payment in the amount of [...] thousand soms for the proper execution of Contract. From our part, we undertake to furnish a bank guarantee for the advance payment in the above amount _____.

This bid shall be valid during _____ days starting from the date of bid opening, and it shall remain binding for us until the expiry of the specified period.

Prior to the preparation and execution of a formal Contract, this Bid together with your written confirmation of its acceptance and your notification of award will be a binding Contract between us.

We understand that you are not bound to accept the lowest evaluated or any bid you receive.

Dated the _____ day of _____ 200__.

Duly authorized to sign the Bid for and on behalf of:

(name of Supplier)

(Full name)

(Title)

(Signature and seal)

Appendix No. 9(a)
Form

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

PRICE SCHEDULE FOR GOODS SUPPLIED FROM ABROAD**Group B bids**

Name of Bidder _____ IFB No: _____

Item	Description	Country of origin	Qty	Unit price (indicate delivery terms according to Incoterms)	Total price (4 x 5)	Unit price for products delivered within the country to final destination and unit rate for other services	Import duties, sales and other taxes and duties in the Kyrgyz Republic paid in case of award	Total price, including all expenditure
1	2	3	4	5	6	7	8	9

Signature of Bidder _____

Note:

In column 5, the unit price for each item shall include all customs duties and other taxes paid or payable for components and raw materials to be used in the manufacturing or assembling of that item.

In column 7, the unit rate for services should be completed only if required by ITB Clause 30.2.

Appendix No. 9(b)
Form

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

PRICE SCHEDULE FOR DOMESTIC GOODS SUPPLIED FROM THE KYRGYZ REPUBLIC

Group A bids

Name of Bidder: _____ IFB No: _____

Item	Description	Country of origin	Qty	Unit price for products	Total price (4 x 5)	Unit price for products delivered within the country to final destination and unit rate for other services	Total price, including all expenditures
1	2	3	4	5	6	7	8

Signature of Bidder _____

Note: In column 6, the unit rate for services should be completed only if required by ITB Clause 32.2..

Appendix No. 10
Form

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

SUPPLY CONTRACT FOR GOODS

THIS CONTRACT made the _____ day of _____ 20__ between *[name of Purchaser]* (hereinafter referred to as "the Purchaser"), on the one hand, and *[name of Supplier]* from *[city and country of Supplier]* (hereinafter referred to as "the Supplier"), on the other hand have come to an Agreement on the following:

The Purchaser has announced bid for procurement of goods and services, namely *[brief description of goods and related services]* and has accepted bid of the Supplier for the supply of indicated goods and services for the amount of *[Contract Price in words and figures]* (hereinafter referred to as "the Contract Price").

THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract, the terms and expressions have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - a. Purchaser's Notification of Award;
 - b. Contract;
 - c. Special Conditions of Contract;
 - d. General Conditions of Contract;
 - e. Supplier's Bid and original of Price Schedules;
 - f. Schedule of Goods and Incidental Services;
 - g. Technical Specifications;
 - h. Any other documents stipulated under the Contract.
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services, and remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby agrees to pay the Supplier in consideration of the delivery 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 of the foresaid, the parties hereto have caused this Contract to be executed in accordance with the legislation of the Kyrgyz Republic the day and year first above written in the beginning of the document.

Signed and Sealed _____ *[Full name and title of Purchaser's representative]*

Signed and Sealed _____ *[Full name and title of Supplier's representative]*

Appendix No. 11
Form

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

BID SECURITY
(Bank Guarantee)

Whereas _____ [*name of Bidder*] (hereinafter referred to as "the Bidder") is ready to submit its bid dated [*date of bid submission*] for the supply of [*name and/or description of goods*] (hereinafter referred to as "the Bid"),

KNOW ALL PEOPLE, that WE _____ [*name of Bank*] from _____ [*name of country*], having our registered office at the address _____ [*address of Bank*], (hereinafter referred to as "the Bank"), are bound unto _____ [*name of Purchaser*] (hereinafter referred to as "the Purchaser") for the amount of _____, by which payment to the indicated Purchaser shall be made in whole and in a timely manner; the Bank is bound with those obligations on behalf of its name, its successors and authorized persons. This is to confirm that the license issued to the Bank shall provide for activity on issuance of guarantee, and the person(s) signing that guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors, or of General Stockholders Meeting is required, it is already received and there is no other approval required.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder:
 - a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. The Bidder, having received a notice confirming that its bid is accepted by the Purchaser within the period of validity of that bid:
 - a) fails or rejects to sign the Contract at the request of; or
 - b) fails or rejects to furnish the performance security in accordance with the Instructions to Bidders;

We undertake to pay the Purchaser the above sum upon receipt of its first written request, without needing the Purchaser to show grounds or reasons of that request, provided that the sum requested by the Purchaser is due to him because of the occurrence of one or two or both conditions, specifying the condition or conditions occurred.

This guarantee shall remain in force during _____ days inclusive following the expiry of the bid validity period, and any request in respect thereof should reach the Bank not later than the abovementioned date.

(Full name of Bank's representative)

(Title)

(Signature and seal)

Dated on "____" day of _____ 201__.

Address of the Bank issuing guarantee: _____

Appendix No. 12
Form

PROCUREMENT METHOD: SINGLE-STAGE BIDDING
MANUFACTURER'S AUTHORIZATION

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

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

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

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

To: *[insert complete name of Purchaser]*

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 14 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]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, 20____ *[insert date of signing]*

Appendix No. 13
Form

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

PERFORMANCE SECURITY
(Bank Guarantee)

To: _____
[Name of Purchaser]

WHEREAS [name of the Supplier] (hereinafter called "the Supplier") has undertaken, in accordance with the Contract No. [Contract number] dated _____ 20__ to supply [description of Goods and Services] (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank to the sum specified therein as a security for compliance with the Supplier's obligations under the Contract,

AND WHEREAS we have agreed to furnish the Supplier with a security,

THEREFORE WE hereby confirm that we are the Guarantors and are responsible to you on behalf of the Supplier, up to a total of _____ (amount of security in words and figures) and, we undertake to pay you, on your first request, submitted prior to expiry of the date below, notifying of the Contractor's default with the Contract, and without cavil or argument, any sum or sums within the above limits, as aforesaid, without your needing to show grounds or reasons of your request or the sum specified therein.

Any modification or addition, or amendment in the terms of Contract which may be made by the Purchaser and the Supplier by Additional Agreement shall in no way release us from obligations under the Guarantee, and we waive any notice of modification, addition, or amendment. This guarantee shall be valid until full completion by the Supplier of Contract Conditions. We also confirm that the license issued to the Bank shall provide for activity on issuance of a bank guarantee, and the person signing the guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors or of General Stockholders Meeting is required, it is already received, and there is no other approval required

This guarantee shall be valid till the ____ day of _____ 20___. and any demand for payment hereunder must be received by us at this office on or before that date.

(Full name of Bank's representative) (Title) (Signature and seal)

Dated on "_____" day of _____ 201__.

Address of the Bank issuing guarantee: _____

Appendix No. 14
Form

PROCUREMENT METHOD: SINGLE-STAGE BIDDING
BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____
[Name of Purchaser]

[Name of Contract] _____

Dear Ladies and/or Gentlemen!

In accordance with the payment provisions incorporated in the Special Conditions of Contract which are the amendments to Clause 15 and 30 of the General Conditions of Contract providing for advance payment *[name and address of Supplier]* (hereinafter called "the Supplier") shall furnish the Purchaser with a bank guarantee to enable the Supplier to execute the Contract promptly and faithfully in compliance with the abovementioned Clause of the Contract in the amount of *[the Amount of Guarantee in figures and words]*.

THEREFORE WE hereby affirm that we are the Guarantors, and are responsible to you on behalf of the Supplier up to a total of _____ soms *[amount of guarantee in figures and words]*, and we undertake to pay you on your first request, and without objection on our part, and without preliminary address to the Supplier, any sum or sums within the above limits.

We also agree that no alteration, addition or amendment in the Contract conditions to be implemented, or in another contract documents to be made by the Purchaser and the Supplier shall release us from obligations under the guarantee, and we hereby waive any notice of such alteration, addition or amendment. We also confirm that the license issued to the Bank shall provide for activity on issuance of a bank guarantee, and the person signing that guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors or of General Stockholders Meeting is required, it is already received, and there is no other approval required.

This guarantee shall be valid and remain in force from the date of advance payment received by the Supplier under the Contract, and until the date when the Purchaser receives a full compensation of the relevant amount of Advance Payment.

(Full name of Bank's representative)

(Title)

(Signature and seal)

Dated on "_____" day of _____ 201__.

Address of the Bank issuing guarantee: _____

Appendix No. 15
Form

PROCUREMENT METHOD: SINGLE-STAGE BIDDING

LETTER OF ACCEPTANCE*[on letterhead of Purchaser]*_____ *[date]*To: _____
*[name of Supplier]*_____
[address of Supplier]

This is to notify you that your bid dated the “ _____ ” day of _____ 20__, for the supply of goods and services _____ *[description of goods and services]* up to a total of _____
[amount in figures and words]

as amended and modified in accordance with the Instructions to Bidders is hereby accepted by our organization.

You are hereby entrusted to start the supply of Goods in accordance with the conditions of Contract.

Name of organization _____

Full name and Title _____

Signature of Authorized Representative _____

Annex: The Contract

Appendix No. 16
FormPROCUREMENT METHOD: SINGLE-STAGE BIDDING
POWER OF ATTORNEY

TO: _____
[name of Purchaser]

WHEREAS _____ *[name of Supplier]*, who is the Supplier of
[name and/or description of goods].

do hereby authorize _____ *[name and address of Supplier's Representative]* to submit the Bid, and subsequently negotiate with you, and sign the Contract based on *Invitation for Bids* for the abovementioned goods to be supplied by us, and

we hereby extend our full guarantees, in accordance with Clause 14 of the General Conditions of Contract for the goods offered to the supply on the basis of Invitation for Bids.

[Full name, title, signature for and on behalf of the Supplier]

Dated on " _____ " day of _____ 201____. *[seal]*
[date]

Note: This power of attorney must be drafted on the letterhead of the Supplier, and signed by a competent person authorized by the Supplier. The Bidder shall include this power of attorney in its Bid.

ANNEX 5.10

Third Village Investment Project
RECORD OF GOODS PROCUREMENT PROCEDURES THROUGH SINGLE-STAGE BIDDING

Name of procuring entity: _____

Legal address and telephone number: _____

Manager: _____

Date of the bids: " ____ " _____ 20__

Date of the Record: " ____ " _____ 20__

This record is drawn up by the tender committee of the procuring entity for procurement of goods at the expense of _____

[specify source of financing]

1. The subject of procurement is: _____

[name of the good with brief description]

2. The sum allocated for this procurement is _____

3. Article envisaged for this procurement _____

4. Procurement method: _____

5. Tender announcement: _____

[please indicate the date of announcement, name of the media, number of the GPB]

6. Bidding documents were obtained by the following bidders

No.	Name of bidder	Legal address	Date of purchase

7. Requests for clarification of bidding documents.

(A response to the request shall be provided to all Bidders that obtained tender documents, without disclosing the source of the request during three working days.)

No.	Summary of the Bidder's request	Summary of the response given by the procuring entity

8. Name and address of bidders who submitted quotations:

No.	Name of bidder	Legal address	Date of submission
1			
2			
3			

9. Date and time opening the bids: on “ ____ ” day of _____ 20__ at _____ hours.

10. Main requirements to bidding documents.

This clause should indicate (note) only those requirements given in the Invitation for Quotations:

No.	Content of the requirements	Requirement to bidding documents	Name of suppliers		
			1.	2.	etc.
A	Total price of the bid with indication of unit price (if bidding is divided into separate items, specify value of each item)				
B	Currency of the bid				
C	Period of validity of the bid				
D	Bid security				
E	Term of validity of the bid security				
F	Proposed term of supply				
G	Availability of all the documents required in accordance with the conditions of the bidding documents				
	1) completed bid				
	2) Completed price table form				
	3) information of technical conformity				
	4) certificate of origin of the good				
	5) volume of similar supplies implemented for the last two years				
H	The supplier has tax debt				
I	The supplier has the Social Insurance payments debt				
K	Additional requirements to the participants of the procurement specified in the bidding documents				

11. Preliminary evaluation of bids.

a) Preliminary evaluation:

By results of analysis of bids, in accordance with requirements to the bidding documents specified in Clause 9, the following bids were rejected:

No.	Name of the Bidder	Sub-clauses for non-compliance with which the bid was rejected

Further evaluation is held only on the bids that have no significant deviations from the bidding documents requirements specified in Clause 9.

b) Technical evaluation:

By results of technical evaluation, the following bids were rejected for non-conformity with technical requirements:

No.	Name of Bidder	Specify all deviations from technical requirements specified by the bidding documents
1		
2		
3		

In this Sub-clause, the technical part of the bid is compared to the requirements to the bidding documents. All deviations from technical requirements included in the bidding documents are reflected, specifying, which of them are significant and may not be accepted, and which are insignificant and are acceptable.

12. Correcting the arithmetic errors in the price part of the bid:

a) Table of the corrected prices:

No.	Name of the Bidder	Price of the bid	Result of correction of the arithmetic errors	Written consent of the Bidder	Adjusted price

The column “adjusted price” includes the bids prices after correction of the arithmetic errors (if any).

b) For refusal to correct the arithmetic errors, the following bids were rejected:

13. Rejection of bids for other grounds: _____

[name of the bidder and grounds for rejection]

14. Experts involvement. The following persons participated in the work of the tender committee as experts:

[full name, position and summary of conclusions]

15. Evaluation and comparison of bids.

The Bidder that submitted a bid substantially compliant with requirements to the bidding documents and having the lowest estimate cost _____

[name of the Bidder and Bid price]

16. All the bids were rejected for the following reasons:

[specify the reason for rejection]

17. Protests and complaints: _____
[name of the bidder, summary, Date of submission and summary of the decision made]

18. Suspension of the procurement procedures:

[specify the reason for suspension of the procurement procedures and period of suspension]

19. After consideration of the procurement procedures, the procurement department decided to sign Contract for procurement:

[name of the winner and price of the bid]

Or it will not be signed _____
[specify the reason]

20. Other information: _____
[this clause includes information on the actions of the procuring entity, bidders or any other party having an effect on the procurement procedure]

21. Special opinion of the Tender Evaluation Committee members: _____

[Full name, summary of special opinion, date and signature]

Chairperson of the Committee: _____

Members of the Committee: _____

[Note: In case if any action envisaged by different clauses of this Record were not implemented, it is enough to make a note in the appropriate item. Information on any of the items may be presented as an Annex to this Record, with mandatory specification of the number and name of the relevant item. They should be numbered.]

ANNEX 5.11

**Third Village Investment Project
Shopping - Works
INVITATION FOR BIDS (IFB)**

Date of Issue of Invitation: _____

To: _____

Dear Contractor,

1. The _____ (Employer) hereby invites you to submit a quotation for the following works:

.....
[brief description of works]

2. To assist you in the preparation of your price quotation we enclose the necessary specifications, bill of quantities, drawings, form for submitting the quotation, and a draft contract form. Your quotation in the attached format should be sealed in an envelope and addressed to and delivered at the following address:

_____ *[name of receiving office]*

Attention: _____ *[name of authorized person]*

_____ *[Address]*

Telephone: _____

Fax: _____

3. You must have experience as a prime contractor in the construction of at least one work of the nature and complexity equivalent to the works included in this Invitation, over the last three years and provide evidence of financial resources to successfully complete the works.
4. Each bidder shall submit only one quotation, either individually, or as a partner in a joint venture. All quotations submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the contract. In the case of a joint venture the lead partner should demonstrate work experience under paragraph 3 above. Financial resources of all the partners in the joint venture will be combined to determine adequacy of resources.
5. In evaluating the quotations, the Employer will determine for each proposal the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- (b) where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- (c) if a Contractor refuses to accept the correction, his quotation will be rejected.
6. Your quotation shall be valid for a period of forty-five (45) days from _____ *[deadline for submission of the quotation]*.
7. Your quotation shall be for the whole works and based on the unit and total price indicated in the Bill of Quantities for a fixed unit rate contract. Currency of quoted prices and payment shall be Kyrgyz Som. The quotation shall include all duties, local taxes and other levies payable by the contractor in accordance with the local laws.

8. The Employer will award the contract to the Contractor whose quotation has been determined to be substantially responsive to this Invitation to bid and who has offered the lowest evaluated price quotation.
9. A Contractor who withdraws his quotation during the validity period and/or refuses to accept the award of a contract when and if awarded will be excluded from the list of contractors for the project for two years.
10. The contract will be governed by the terms and conditions of the attached draft Contract.
11. Your quotation should be submitted by _____ *[date and time]*. The quotations shall be opened in public in the presence of contractors' representatives who choose to attend, on _____ *[same date as for bid submission]* at _____ the following address

_____.

Sincerely,

[Employer]

SECTION 1 - SPECIFICATIONS

Bidders should attach to their bid sufficient volume of technical documentation and information of all materials, finished products and equipment proposed for use.

Only new materials should be used.

This Contract covers the following works and supply to be performed in line with the contract term

SECTION 2 –BILL OF QUANTITIES

No.	Description	Unit of measurement	Quantity	Unit price KGS	Amount KGS

SECTION 3 - DRAWINGS

FORM OF CONTRACT

№ of CONTRACT

Name of Contract: _____

This Contract is prepared on _____ day of _____ 20__ based on the Framework Agreement between ARIS and _____ LLC with FA № _____ dated “ ” day of 20__ and concluded between _____ LLC (hereinafter called the Employer) on behalf of _____, address: _____ on the one part, and _____ (hereinafter called the Contractor) on behalf of _____, address: _____ on the other part.

Whereas the Employer has called for quotations for _____ (name of the contract) and the Contractor has submitted a quotation for the above work and the Employer has accepted the Contractor's Quotation dated _____ for the execution and completion of such works and the remedying of any defects therein.

Now this Contract witnesses as follows:

1. These documents are considered as an integral part of this agreement, namely:
 - a) Form of price quotation; Bill of quantities; Technical specifications and drawings;
 - b) Contract Addendum (if applicable);
 - c) Annex №1 “Bank’s Policy – Fraud and Corruption”.
2. The Contractor hereby covenants to execute the works fully detailed in the Bill of Quantities included in the Contractor's Quotation which constitute an integral part of this Contract (Annex 1) in a professional and workmanship like manner in accordance with the following Conditions of Contract:
 - a) Remedy all defects identified during the period of execution of the contract and thereafter defects notified within the defect liability period.
 - b) During execution of works under the contract the Engineer in charge _____ (full name) will supervise works on site to verify compliance of materials, and works with technical specifications and volumes specified in the Bills of Quantities. If necessary, the Engineer in charge will issue instructions to the Contractor on elimination of violations detected in execution of works and deficiencies within the established terms. The Engineer will reject works performed to the required specifications (Annex 2 to the Contract) and drawings (Annex 3 to the Contract), and the Contractor shall take immediate actions to rectify all defects in line with subparagraph (a) above.
 - c) In case if the Contractor fails to eliminate the deficiency within terms specified in the instructions, the Engineer in charge will estimate costs for elimination of the deficiency and the Contractor pays the estimated amount.
 - d) Contract completion period _____ (months) after signing of the contract.
 - e) The Contractor shall submit to the Engineer in charge, a schedule for execution of works within 7 days after signing the contract. The schedule is subject to the Employer's approval.
 - f) In case of amendment of design and estimate documents, changes in volumes and/or identification of unaccounted types of works, discrepancies between the actual volumes of works, all amendments and additions concerning the quality and quantity of materials, bills of quantities should be documented in writing and signed by the Engineer in charge.
 - g) In case of variations in quantities, unit rates under the contract will be used to support the variation order. New items of work performed as ordered by the Engineer in charge will be paid at the mutually agreed rate and in case of any disagreement between the Contractor and the Engineer in charge the latter will fix the unit rates that will be binding on the Contractor.
 - h) Types of works with no specification of unit prices will not be paid the Employer and it will be understood that they included in other prices and costs of the Contract.
 - i) If the Financing Institution suspends Loan/Credit or Grant funds of which were used for payment for the Contractor, the Employer shall notify the Contractor within 7 days after receiving notification of suspension from the Financing Institution.
 - j) The Contractor shall be responsible for the safety of all the activities on the Site.
 - k) The Employer reserves the right to terminate the contract due to unsatisfactory performance 10 days after giving a written notice.

- l) The Employer and the Contractor may terminate the Contract by giving a 21 day notice to the other party with no financial consequences for either party.
 - m) Either party may terminate the Contract by giving a 30 days notice to the other party for unforeseen events such as wars and acts of Gods such as earthquake, floods fires etc. In such case the payments will be made to the date of termination of contract.
 - n) All material and construction equipment on site, temporary works, and Works shall be deemed to be the property of the Employer if the contract is terminated due to fault of the Contractor.
 - o) In case of termination of the Contract, the Contractor shall cease works immediately and ensure safety and security of the site as soon as possible.
 - p) The Contractor is responsible for all taxes, duties, levies, etc. in accordance with the laws of the Kyrgyz Republic
 - q) The Contract shall be governed by the legislation of the Kyrgyz Republic.
 - r) The disputes between the Employer and the Contractor arising between them under or in connection the Contract shall be resolved amicably. In the event the dispute remains unresolved either party may refer the dispute to the State Agency for Architecture and Construction under the Government of the Kyrgyz Republic in accordance with the law governing the contract.
3. In consideration thereof the Employer covenants to pay the Contractor the contract price of _____ *[in words and figures]* in the following manner and installments:
- (A) All payments will be made against actual volumes of completed works. The amount to be paid shall be calculated based on the unit prices and the volume of completed works upon submission of the Statement of Accomplished Works and Invoice.
 - (B) The amount to be charged on the Contractor for each payment is 5 percent. The final payment of remaining 5 percent of the contract amount shall be made by the following scheme: _____
2,5 percent of charged amount is paid to the Contractor after issuance of Certificate on work completion
 - (C) The remained 2.5 percent will be paid after expiration of Defects Liability Period based on the Certificate on Defects elimination and/or Completion of Defects Liability Period.
- Failure to comply with deadlines for completion of facility as per the contract conditions will subject the Contractor to a fine in the amount of 5% of the contract amount for each month of delay, but no more than 20% of the total contract amount.
- (D) The defect liability period will be 12 (months) after taking over of completed works by the Employer.

In witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.

<p>_____</p> <p>Signature (on behalf of the Employer)</p> <p>In the presence of: _____</p> <p>(Signature) Name and designation (Witness)</p> <p>Bank details</p>	<p>Name of the Contractor</p> <p>_____</p> <p>Signature on behalf of Contractor</p> <p>In the presence of: _____</p> <p>(Signature) Name and Address (Witness)</p> <p>Bank details</p>
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Attachment 1. Bank Policy – Corrupt and Fraudulent Practices

(this Attachment shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 and Revised July 2014:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
 - (ii) “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 obligation²;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
 - (iv) “coercive practices” 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 party⁴;
 - (v) “obstructive practice” is
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services 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;

¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation 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 they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁵ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

SECTION 1 - SPECIFICATIONS

Bidders should attach to their bid sufficient volume of technical documentation and information of all materials, finished products and equipment proposed for use.

Only new materials should be used.

This Contract covers the following works and supply to be performed in line with the contract term

SECTION 2 –BILL OF QUANTITIES

No.	Description	Unit of measurement	Quantity	Unit price KGS	Amount KGS

SECTION 3 - DRAWINGS

FORM OF QUOTATION

_____ [Date]

To: _____ [Employer's Name]

_____ [Employer's Address]

We offer to execute the _____ [name of Contract] in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency] _____. We propose to complete the Works described in the Contract within a period of _____ months from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Contractor: _____

Address: _____

Phone Number: _____

Fax Number, if any: _____

Third Village Investment Project
RECORD OF PROCUREMENT PROCEDURES THROUGH REQUEST FOR QUOTATIONS METHOD

Name of procuring entity AO/MPG: _____

Legal address and telephone number: _____

Manager: _____

Date of advertisement: _____

Date of recording on “___” day of _____ 20__.

1. The subject of procurement is _____.
[brief description of goods]
2. The sum allocated for this procurement is _____ thousand soms.
3. The grounds for selection of method request for quotations _____.
[specify grounds]
4. Invitation for Quotations was obtained by the following bidders and/or was sent by fax, telex, electronic messaging

No.	Name of bidder	Legal address	Date of purchase and/or date of sending
1			
2			
3			

5. Name and address of bidders who submitted quotations:

No.	Name of bidder	Legal address	Date of submission
1			
2			
3			

6. Date for examining quotations: on “___” day of _____ 20__ at _____ hours.

7. Main requirements in the Invitation for Quotations.

This clause should indicate (check) only those requirements given in the Invitation for Quotations:

No.	Content	Invitation for Quotations	Name of suppliers		
			1.	2.	etc.
A	Total value of quotation with indication of unit price (if bidding is divided into separate items, specify value of each item)				
B	Period of validity of quotation				
C	Amount of the security				
D	Term of validity of the security				
E	Availability of all the documents required in accordance with the terms				

No.	Content	Invitation for Quotations	Name of suppliers		
			1.	2.	etc.
	of the Invitation for Quotations				
	1) price list and delivery schedule				
	2) information of technical conformity				
	3) if the supplier has tax debt				
	4) if the supplier has insurance fee debt				
	5) additional selection criteria				

8. Evaluation of submitted quotations

When evaluating quotations for determination of responsiveness to the requirements of the Invitation for Quotations indicated in Clause 7 and the technical requirements, the following quotations were rejected:

No.	Name of bidder	References to clause 7 according to which quotation was rejected	Technical requirements which served as a ground for rejection of quotation
1			
2			
3			

9. All quotations were rejected _____
[specify reason]

10. A bidder who submitted quotation determined to be responsive to the Invitation for Quotations and who has the lowest evaluated quotation: _____
[name of bidder and value of quotation]

11. Claims and complaints _____
[name of bidder, short summary, date of submission and brief description of decision made]

12. Decision was made to enter into the procurement contract with _____
[name of successful bidder and value of its quotation]

Or it will not be entered into _____
[specify the reason]

13. Special opinion of members of tender commission or procurement unit: _____
[Name and short summary of special opinions, date and signature]

Tender Committee:

Chairperson: _____/_____

Members: _____/_____

_____/_____

_____/_____

**Third Village Investment Project
STANDARD BIDDING DOCUMENTS
FOR PROCUREMENT OF WORKS THROUGH UNRESTRICTED AND LIMITED BIDDING**

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PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

INVITATION FOR BIDS (IFB)

Date _____

Source of financing _____

IFB No.: _____

1. _____
[name of procuring entity]

hereinafter referred to as "the Purchaser", invites eligible bidders to submit their bids for execution of _____

[brief description of works and its location]

2. Interested bidders may obtain further information, familiarize and purchase a complete set of the bidding documents upon having a written request and after the payment of a non-refundable fee in the amount of _____ soms at the following address:

[Address, telephone (fax) numbers and email of purchaser or agency responsible for bidding]

3. All bidders should submit their bids together with the bid security for the amount of _____ soms not later than _____ hours on "_____" day of _____ 200__ at the address:

[Address of purchaser or agency responsible for bidding]

All late bids shall be rejected and returned to bidders unopened.

4. Bids should be valid during _____ days of the date of bid opening.
5. Bids should be opened by tender committee in the presence of bidders' representatives who wish to attend it at _____ hours on "_____" day of _____ 20__ at the address:

[This date and time means the date of bid opening and it should coincide with the deadline of bid submission]

Manager of Procuring entity**/ Full name/**

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

INSTRUCTIONS TO BIDDERS (ITB)**A. Introduction****1. Scope of Work and Source of Funds**

- 1.1. The information on the Purchaser, works description, sources of funding is specified in the *Special Conditions to Instructions to Bidders (Appendix 3)*.

2. Eligibility of Bidders

- 2.1. This Invitation for Bids (Appendix No. 1) is open to all contractors (legal entities or individuals) from any country, exclusive of those prohibited by the legislation of the Kyrgyz Republic or by another international agreement the participant of which is the Kyrgyz Republic.
- 2.2. A Bidder shall not have a conflict of interest and shall not be associates (should have no contacts in the past) directly or indirectly, with the firm and any its affiliates that have been engaged by the Purchaser to provide consulting services for the preparation of bidding documents, technical specifications, design and other documents to be used in procurement of works, in accordance with Invitation for Bid or proposed as Technical Supervision under this Contract.
- 2.3. Bidders should not be insolvent, bankrupt, their property should not be controlled by judicial authority, their cases should not be commanded by court or by the person appointed by court, their commercial activities should not be suspended, and they should not be a subject of such judicial proceedings. Government and municipal enterprises may only participate if they are legally and financially autonomous, and are legally eligible to carry on business.
- 2.4. Bidders should fulfill tax and social insurance fund liabilities in the Kyrgyz Republic.
- 2.5. Under SCC (Appendix 5), the government and municipal enterprises may only participate if they are legally and financially autonomous, and are legally eligible to carry on business.

3. Qualification requirements to Bidders

- 3.1. If no pre-qualification procedures have been carried out, the information on bidders' qualification is included in Appendix No. 9 "Qualification Information" to be incorporated in the bid and contain the following information and documents:
 - (a) legal status, place of registration and principal type of business; a license to execute the works specifying identification number and validity period;
 - (b) total annual turnover expressed as a total quantity of construction works executed for each of the last three years;
 - (c) qualifications and experience of key management and technical personnel proposed for the Contract;
- 3.2. To qualify for award of the Contract, bidders should meet the following minimum qualifying criteria and provide the following information and documents with their bids, as specified in the Special Conditions to Instructions to Bidders (Appendix 3):
 - (a) volume of construction work for the established period, should be not less than the specified amount;
 - (b) have managers and line workers with experience in executing works of a similar nature and size.

4. One bid per Bidder

- 4.1. Each Bidder shall submit only one Bid. All bids of the Bidder who submits more than one bid on this site, or participates in several Bids shall be rejected.

5. Cost of Bidding

- 5.1. The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser shall not be responsible or liable for those costs.

B. List of Documents Included in the Bidding Documents

6. Content of Bidding Documents

- 6.1. The set of bidding documents includes the following:
- (a) Instructions to Bidders (ITB);
 - (b) Special Conditions to Instructions to Bidders (SITB);
 - (c) General Conditions of Contract (GCC);
 - (d) Special Conditions of Contract (SCC);
 - (e) Form of Bid;
 - (f) Qualification Information;
 - (g) Drawings;
 - (h) Bill of Quantities or Certificate of Defects for repair and construction works;
 - (i) Technical Specifications;
 - (j) Form of Contract;
 - (k) Form of Bid Security;
 - (l) Form of Performance Security;
 - (m) Form of Bank Guarantee for Advance Payment;
- 6.2. The Bidder shall examine all instructions, forms, conditions and technical specifications incorporated in the bidding documents. Failure to provide all information required in the bidding documents, or submission of a non-responsive bid may result in rejection of his bid.

7. Clarification of Bidding Documents

- 7.1. The Bidder requiring any clarification of the bidding documents may address the Purchaser at the address *indicated in the Special conditions to Instructions to Bidders (Appendix 3)* in writing by fax or electronic messaging. The Purchaser will respond in writing to any request for clarification of the bidding documents. Copies of response, including an explanation of matter's substance, but without identifying its source, will be forwarded by the Purchaser in writing to bidders who received the bidding documents within 3 (three) working days.
- 7.2. The Bidder, at the Bidder's own responsibility may visit and examine the Site of expected Works and its surroundings. All information obtained by the Contractor individually while visiting the site, may be used by him to prepare the bid and enter into the Contract. The costs of visiting the Site shall be at the bidder's own expense. The bid submission means that the Bidder has examined the Site of future Works and has accepted all the existing conditions.
- 7.3. *[insert in case of large contracts]*⁷

8. Amendment of Bidding Documents

- 8.1. In special circumstances, at any time before expiry of the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to request for clarification forwarded by the Bidder, may modify the bidding documents by issuing addenda to it. Any addenda issued shall be part of the bidding documents and shall be sent to all bidders who received the bidding documents from the Purchaser, by using fax, electronic message, or other effective means of delivery. Bidders should confirm the receipt of each addendum in writing or by fax or electronic message, and these addenda shall be binding.

⁷ In case of large contracts, insert the following text:

"The Pre-bid conference will be conducted according to decision of the Purchaser and, if so, at the time, date and place indicated in the Special Conditions to Instructions to Bidders (Annex 3). Before the conference the Bidder may address the Purchaser with questions for the conference and at the conference bidders may ask any question and receive answer relating to the bidding documents. All information obtained at pre-bid conference, requests of potential bidders related to clarification of the bidding documents, and responses to them shall be recorded by the Purchaser, and by the results of conference, a record is made and promptly communicated to all Bidders who received the bidding documents, without disclosing the source of the questions, in order to enable bidders to take them into account when preparing their bids."

- 8.2. In order to give Bidders enough time to take into account the amendments introduced while preparing their bids, the Purchaser, at its discretion, may extend the deadline for submission of bids.

C. Preparation of a Bid

9. Language of Bid

- 9.1. The Bid prepared by the Bidder and all correspondence and documents related to this Bid that is exchanged by the Bidder and the Purchaser, should be written in the language *specified in the Special Conditions to Instructions to Bidders (Appendix 3)*.

10. Documents Included in the Bid

- 10.1. The Bid prepared by the Bidder should include the following documents:
- (a) filled in Form of Bid;
 - (b) qualification information and documents confirming that Bidder has sufficient qualification required for the execution of the Contract in case if his bid accepted;
 - (c) priced Bill of Quantities and priced list of components;
 - (d) Bid Security provided in accordance with ITB Clause 13 (where required);
 - (e) General Conditions of Contract and Special Conditions of Contract (signed by Bidder page-by-page);
 - (f) Technical Specifications used for execution of Works;
 - (g) documents to be filled in by bidders in accordance with the requirements indicated in *the Special conditions to Instructions to Bidders (Appendix 3)*.

11. Bid Price

- 11.1. The Contract is applicable to the whole amount of Works listed in priced Bill of Quantities and list of consumable material price presented by the Bidder in the Bid.
- 11.2. The Bidder shall indicate the rates and prices for all kinds of works included in the Bill of Quantities, drawings and specifications. The kinds of works for which no rate and price is entered by the Bidder will not be paid for when executed, and it is considered that they are included in the rates and prices for other kinds of works.
- 11.3. All duties, taxes, and other levies payable by the Contractor under the current legislation of the Kyrgyz Republic should be included in the bid price.

12. Period of Validity of Bids

- 12.1. Bids shall be valid during _____ days indicated in *the Special conditions to Instruction to Bidders (Appendix 3)* after the date of opening. The bid with shorter validity period should be rejected by the Purchaser as non-responsive to the bidding documents.
- 12.2. The Purchaser may request that the bidders extend the period of validity of their bids for a specified period. Such requests and responses to them shall be made in writing and may be sent by fax, telex or electronic mail. A Bidder may refuse the request on extension of the period of validity of his bid, without forfeiting the return of security. A Bidder agreeing to the request will not be required or permitted to modify the bid, but will be required to extend the validity of bid security for a period of not less than 2 (two) weeks after the expiry of extended period of bid validity.

13. Bid Security

- 13.1. The Bidder should provide, as part of his bid, the bid security (not more than three percent of bid price) in the amount and form specified in *the Special conditions to Instructions to Bidders (Appendix 3)* with the period of validity not less than 2 weeks after the expiry of period of bid validity.
- 13.2. The Bid security should be expressed in the bid currency, or in another freely convertible currency, and may be in one of the following forms:
- (a) a bank guarantee issued by the bank located in the Kyrgyz Republic or abroad and acceptable for the Purchaser through the local correspondent bank, or
 - (b) other forms specified in *the Special conditions to Instructions to Bidders (Appendix 3)*, such as cash, bonds, shares accepted for public transactions, certificates of deposit to bearer or promissory notes.

13.3. All bids not having security shall be rejected by the Purchaser as non-responsive to the bidding documents.

13.4. The Bid security may be forfeited:

- (1) if the Bidder refuses to sign the Contract on the terms and conditions specified in the bid;
- (2) if the Bidder refuses to present the bid security;
- (3) if the Bidder withdraws his bid after the opening during the period of bid validity specified in his bid;

14. Format and Signing of Bid

14.1. The Bidder should prepare 1 (one) original and 2 (two) copies of the bid (or such other number of copies clearly marking each as **"ORIGINAL OF THE BID"** and **"COPY OF THE BID"** accordingly. In the case of discrepancies between them, the original shall prevail.

14.2. The original and all copies of the bid shall be typed or written in indelible ink, and shall be signed by the Bidder or by a person (persons) having all authorities to sign the bid and obligations under the Contract. Permission to sign the bid should be specified in the power of attorney to be provided with the bid. All pages of the bid where new information, change or erasure inserted should be initialed (signed) by the person or persons signing the bid.

14.3. The bid shall contain no interlineations, erasures or overwriting, exclusive of the cases when the Bidder needs to correct errors which should be initialed by the person or persons signing the bid.

*[14.5 – 14.8 insert in case of great contracts]*⁸

D. Submission of Bids

15. Sealing and Marking of Envelopes with Bids

15.1. The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY."** The envelopes shall then be sealed in an outer envelope.

15.2. The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address specified in the Invitation for Bids;
- (b) bear the Invitation for Bids (IFB) name and number, and the words "DO NOT OPEN BEFORE" (insert the time and date of bid opening) specified in the Special conditions to Instructions to Bidders in Appendix 3).
- (c) include name and address of the Bidder.

15.3. If the outer envelope is not sealed and marked as required by ITB Clause 15.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

⁸ In case of great contracts, the following shall be inserted:

14 Alternative proposal upon the Purchaser's request:

14.5 Purchaser may enter in Bidding documents a request to submit a bid with consideration of alternative conditions. In this case, all requirements of bidding documents apply to alternative proposals at the same extent as to basic proposals. Alternative bids shall not be viewed if not permitted or requested in bidding documents.

14.6 If permitted in the *Special provisions to Instructions to bidders (Annex #3)*, bidders willing to submit proposals considering alternative conditions shall also submit proposals compliant with bid requirements, including the main technical specifications according to drawings and specifications. Beside basic proposal, bidders shall submit all data required for a comprehensive evaluation of alternative conditions by the Purchaser, including design estimates, technical specifications, ranking by price components, proposed methods of construction and other considerable requirements.

14.7 Purchaser considers alternative conditions only of a bidder that has submitted a bid with a lowest price in accordance with basic bid requirements.

14.8 In its bid, a bidder specifies a basic value of works to be accomplished in accordance with bid requirements, separately stating the value of works with consideration of alternative conditions.

16. Deadline for Submission of Bids

- 16.1. Bids must be received by the Purchaser at the address and on the dates specified in *the Special Conditions to Instructions to Bidders (Appendix 3)*.
- 16.2. The Purchaser may, at its discretion, postpone the deadline for submission of bids for later period by modifying the bidding documents, and in this case the validity period of all rights and obligations of the Purchaser and the Bidders shall be extended subject to the changed deadline date.

17. Late Bids

- 17.1. All bids received by the Purchaser after the deadline for submission of bids specified by the Purchaser shall be rejected and returned to the Bidder unopened.

18. Modification and Withdrawal of Bids

- 18.1. The Bidder may modify or withdraw his bid after the bid submission, provided that the Purchaser will receive a written notice of modification or withdrawal of the bid before the expiry of determined deadline for submission of bids, duly signed by an authorized representative, and accompanied by a copy of the power of attorney (authorization).
- 18.2. The Bidder's modification or withdrawal notice should be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Clause 15. In this case the outer and inner envelopes shall be additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- 18.3. No changes should be added in the bids after the expiry of the period determined for bid submission.

E. Bid Opening and Evaluation

19. Opening of Bids by Purchaser

- 19.1. The Purchaser will open all bids in the presence of bidders' representatives who wish to attend it at the time, on the date, and at the address specified in *the Special Conditions to Instructions to Bidders (Appendix 3)*. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 19.2. The envelopes marked as "**WITHDRAWAL**" and "**MODIFICATION**" will be opened first and read out. In this case the bids for which a withdrawal notice has been sent in accordance with Clause 18, the envelopes shall be returned to Bidders unopened.
- 19.3. The bidders' names, the Bid prices, including alternatives (if alternatives have been permitted), price reduction specified in the Bidder's bid, information on the presence or absence of required Bid Security, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No bids may be rejected, except for late bids which should be returned to the Bidder unopened.
- 19.4. The Purchaser will maintain the minutes of the Bid opening which includes information to be disclosed to those who were present, and to be promptly sent to the Authorized State Procurement Body.

20. Confidentiality Observance and Contacting the Purchaser

- 20.1. Information relating to the examination, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to any other persons interested in this process until information on award of the Contract is given to all Bidders.
- 20.2. No Bidder shall contact the Purchaser on any matter related to his bid from the date of bid opening and until the date of contract award, exclusive of requests for clarification of the bid.
- 20.3. Any effort on the part of any Bidder to influence the Purchaser's decision on the bid evaluation, bid comparison, or the Contract award may result in the rejection of this Bidder's Bid.

21. Clarification of Bids

- 21.1. During the bid evaluation, the Purchaser may, at its discretion, request the Bidder to give clarifications on his Bid. The request for clarification and the response should be given in writing, and in this case no change

in the price or substance of the bid shall be sought, offered, or permitted, exclusive of the cases when required to correct arithmetical errors

22. Preliminary examination of Bids

- 22.1. Prior to the detailed evaluation of bids, the Purchaser will examine the bids in order to determine whether they meet the eligibility criteria; whether there is a bid security, whether the documents have been properly signed; whether they are substantially responsive to the requirements of the bidding documents.
- 22.2. A substantially responsive bid is one which satisfies all the above provisions without a material deviation, reservation or omission. A material deviation reservation or omission is one
- (a) which affects in any substantial way the scope, quality, or performance of the Works;
 - (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 22.3. If the bid is not substantially responsive to the qualification requirements, it shall be rejected by the Purchaser, and may not be subsequently accepted as responsive after inclusion of appropriate corrections made by the Bidder.

23. Correction of Arithmetical Errors in Bids

- 23.1. Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetical errors. Errors will be corrected by the Purchaser as follows:
- (a) when there is a discrepancy between the value expressed in figures and words, the value in
 - (b) words will govern; and
 - (c) when there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate will govern, unless in the opinion of the Purchaser, there is a obviously gross misplacement of the decimal fraction, in this case the total will govern and the unit rate will be corrected.
- 23.2. The value indicated in the bid, by the Bidder's consent, will be adjusted by the Purchaser in accordance with the above-stated rules of correction of errors, and is deemed mandatory to the Bidder. If the Bidder does not accept the corrected bid price, the Bid shall be rejected, and the bid security may be forfeited in accordance with Clause 13.4 of these Instructions.

24. Evaluation and Comparison of Bids

- 24.1. The Purchaser will evaluate and compare only the bids determined to be substantially responsive to the requirements of the bidding documents in accordance with Clause 22 of these Instructions.
- 24.2. When evaluating the bids, the Purchaser will determine for each Bid, the Evaluated Bid Price by adjusting the Bid Price as follows:
- (a) correction of arithmetical errors pursuant to Clause 23 of these Instructions;
 - (b) exclusion of provisional sums and costs for contingencies pursuant to the Bill of Quantities;
 - (c) corrections of the Bid Price to reflect the acceptable deviations are quantitatively determined in money (such corrections are made for the purpose of evaluation and comparison, rather than influencing the actual price of the Bid.

F. Award of Contract

25. Award Criteria

- 25.1. Exclusive of the cases provided for in Clause 32, the Purchaser will award the Contract to the Bidder whose bid is determined to be substantially responsive to the bidding documents, and who offered the Lowest Evaluated Bid Price, provided that this Bidder has been determined to be (a) eligible in accordance with Clause 2 and (b) met with qualification requirements in accordance with Clause 3.

26. Purchaser's Right to Accept any Bid and Reject Any or All Bids

- 26.1. The Purchaser shall reject a bid in the following cases:
- (a) This bid does comply with qualification requirements (*Appendix 3*);

- (b) The bid is not substantially responsive to the requirements of (*Appendix 3*);
- (c) The Bidder does not accept correction of arithmetical errors.

The Purchaser reserves a right to cancel bidding in the following cases:

- (a) All bids are rejected;
- (b) The minimum price of bids exceeds the amount allocated by the procuring entity for that bid.
- (c) The procurement stopped complying with the government interests due to unexpected serious change of the situation;

The Purchaser does not bear any liabilities to bidders in case when all bids are rejected.

27. Notification of Award

- 27.1. Within the period of validity of Bids, the Purchaser the Purchaser will notify the successful Bidder within 3 (three) days that his Bid is accepted. This letter should refer to the sum that the Purchaser shall pay to the Contractor for execution of the Works in accordance with the Contract.
- 27.2. The notification of award shall be part of the Contract.
- 27.3. The Form of Contract incorporated in the Bidding Documents includes all the arrangements between the Purchaser and successful Bidder. The Contract is signed by the Purchaser and sent to the successful Bidder in 2 copies together with the letter on acceptance of the bid. During seven (7) days of receipt of the written notice the successful Bidder signs the Contract and delivers it to the Purchaser together with the required Performance Security.
- 27.4. If after notification on the Contract award any Bidder wishes to clarify the reasons for which his/her bid was not determined as successful, he/she should address a request to the Purchaser. The Purchaser will immediately respond to the unsuccessful Bidder.

28. Performance Security (when required)

- 28.1. Together with the signed Contract, the successful Bidder will send to the Purchaser, the Performance Security in the amount indicated in *the Special conditions to Instructions to Bidders (Appendix 3)*.
- 28.2. If the successful Bidder fails to provide the performance security, or during 7 (seven) days does not return the signed Contract, then it will serve as a sufficient ground to refuse the award of Contract, and to forfeit the bid security. In that case the Purchaser may award the Contract to the next evaluated Bidder, or announce new bidding.

29. Advance payment and security

- 29.1. The Purchaser shall pay the advance payment in accordance with the Contract if this requirement and the amount are envisaged by *Special Conditions to Instructions to Bidders (Appendix 3)*.

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING
SPECIAL CONDITIONS TO INSTRUCTIONS TO BIDDERS

Position #	
ITB 1 and 7.1	<p>Name, address of the Employer, number of its telephone, telex, fax and e-mail:</p> <p>_____</p> <p><i>[specify address, telephone number, fax]</i></p> <p>Brief works description: <i>[insert brief description of works]</i></p>
ITB 1.1	Source of financing: _____
ITB 3.2	<p>Minimum qualification requirements are:</p> <p>(a). <i>[insert minimum value of works and identify the previous time period (e.g., within the last two years)]</i>; and</p> <p>(b) <i>experience of managers, staff in similar works: 5 years.</i></p>
ITB 9.1 (f)	<p>Other documents to be filled out by bidders</p> <p>_____</p> <p><i>[specify documents]</i></p>
ITB 12.1	<p>Bid validity period: _____</p> <p>[this period should be sufficient to complete bid evaluation and sign a contract]</p>
ITB 13.1	<p>Amount and form of a bid security:</p> <p>_____</p> <p><i>[amount and form of bid security, but not over 3 (three) percent of an indicative bid value]</i></p>
ITB 12.2 (b), 16.1 and 19.1	<p>Submission deadline and the place of bid disclosure:</p> <p>_____</p> <p><i>[specify the deadline of bid submission and the address]</i></p>
ITB 29.1	<p>Value and period of a Contract performance security:</p> <p>_____</p> <p><i>[specify the value and form of the guarantee, but not over 10% of bid value amount]</i></p>
Notes ITB 14	In case of great contracts, the Employer may consider submission of an alternative proposal.

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

GENERAL CONDITIONS OF CONTRACT (GCC)**A. General provisions****1. Definitions****1.1** Below given terms in this Contract shall be interpreted as follows:

"Bill of Quantities" (or Deficiencies Act) means the completed priced items of works, and value of kinds of consumable materials which are the part of the Bid.

"Completion Date" means the date of completion of the Works accepted by the Working Committee pursuant to Certificate of Commissioning, or in case of repair works, the final Certificate of Performed Works of the Contractor approved by the Engineer.

"Contract" means the Contract achieved between the Purchaser and the Contractor, and fixed as the form of Contract signed by the parties with all annexes and addenda to the Contract for the execution and completion of the Works.

"Contractor" means an individual or legal entity, or a joint venture, whose Bid for the execution of the Works is accepted by the Purchaser.

"Bid" means the completed bidding documents submitted by the Contractor to the Purchaser.

"Contract Price" means the amount to be paid to the Contractor under the Contract for the entire and duly performance of his contractual obligations.

"A Defect" means any part of the Works executed breaching terms of the Contract.

"The Defects Correction Period" means the period to correct imperfections and defects indicated in the Special Conditions of Contract (Appendix 5), and calculated from the Completion Date.

"The Acceptance Report of Corrected Defects" means the acceptance report drafted jointly by the Engineer and the Contractor after correction of defects by the Contractor.

"Drawings" include all calculations, schemes, plans and other information provided, or approved by the Authorized Body for the execution of the Contract.

"Purchaser" means the party as specified in SCC (Appendix 5) which employs the Contractor to execute the Works.

"The Expected Period of Completion" means when the Contractor should complete the execution of the Works specified in Special Conditions of Contract (Appendix 5)

"Materials" means all consumable and raw materials to be used by the Contractor and subcontractor during the execution of the Works.

"Engineer" means a competent person as defined in SCC (Appendix 5) appointed by the Purchaser to be the Engineer, and notified to the Contractor, to be responsible for supervising the execution and quality of the Works.

"Technical Specification" means the technical specifications of the Works included in the Contract, and any modifications of, or addenda to these specifications approved by the Purchaser.

"The Start Date" means the latest date as specified in SCC (Appendix 5) when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

"A Subcontractor" means an individual or legal entity, entering into a Contract with the Contractor to execute the part of the Works under the Contract, including the work of the Site.

2. Contract Documents

2.1 Below listed documents shall constitute the Contract, and shall be its integral part, and shall be interpreted in the following order of priority:

- (a) Contract;
- (b) Letter of Acceptance;
- (c) Contractor's Bid;
- (d) Special Conditions of Contract;
- (e) General Conditions of Contract;
- (f) Technical Specifications;
- (g) Drawings;
- (h) Bill of Quantities specifying the rates and prices, and cost of consumable materials; and
- (i) any other documents listed in *the Special Conditions of Contract (Appendix 5)* to be as a constituent part of the Contract.

3. Engineer

3.1 The Engineer will control implementation of contractual relationships between the Purchaser and the Contractor, representing the Purchaser.

4. Official Communication between the Purchaser and the Contractor

4.1 Official communication between the parties under the implementation of the Contract conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

5. Entering into Subcontract

5.1 The Contractor may enter into subcontracts with the approval of the Engineer, but may not assign the Contract without the approval of the Purchaser in writing. Presence of subcontractors shall not change the Contract Conditions between the Purchaser and the Contractor.

6. Purchaser's Risks

6.1 From the Start Date and until the Completion Date, or until the defects have been fully corrected, the following risks will be the Purchaser's risks:

(a) The risk of personal injury, death, or loss of or damage to property (exclusive of the Works, Equipment, Materials, Machinery and Mechanisms) in consequence of:

(1) negligence, improper fulfillment of official duties, or violation of legal rights of the Contractor by the Purchaser, or by any person employed by him, or under the Contract, exclusive of the Contractor.

(b) The risk of damage to the Works, Equipment, Materials, and Machinery and Mechanisms to the extent that is due to a fault of the Purchaser, or in the Purchaser's design, or due to war or radioactive contamination directly affecting the country where the works are to be executed.

6.2 From the Completion Date and until the defects have been fully corrected, the risk of loss of or damage to the Works, Equipment and Materials is the Purchaser's risk, exclusive of the cases when loss or damage caused by:

(a) the defect which existed on the Completion Date;

(b) the event which occurred before the Completion Date and which is related to the Purchaser's risks, or

(c) the activities of the Contractor on the Site after the Completion Date.

7. Contractor's Risks

7.1 From the Start Date and until the defects have been corrected, the risk of personal injury, death, and loss of or damage to property (including the Works, Equipment, Materials, Machinery and Mechanisms) which are not the Purchaser's risks are the Contractor's risks.

7.2 The Contractor should be fully responsible for safety of all works on the Site.

8. Access to the Site

8.1 The Contractor shall allow the Engineer and any other person authorized by the Engineer, access to the Site or to any other place where work is being carried out or is expected to be carried out according to the Contract.

9. Orders and Instructions

9.1 The Engineer, within his authority, may take a decision; give orders or instructions to be mandatory to fulfill by the Contractor.

10. Early Warning

10.1 The Contractor shall inform the Engineer as soon as possible of likely specific events, or circumstances that may negatively affect the quality of the works, increase the Contract Price or delay the execution of the Works on the Project construction. The Engineer may require the Contractor to assess the expected impact of the future event or circumstance on the Contract Price and Completion Date. The Contractor should provide such assessment as shortly as possible.

10.2 Anything of historical or other interest or of significant value discovered on the Site shall be the property of the Purchaser. The Contractor should notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

C. Quality Control

11. Identifying Defects

11.1 The Engineer shall check the works of the Contractor and notify the Contractor of the defects found. Such checking shall not involve the change in the Contractor's responsibilities. The Engineer is entitled to require the Contractor to search the defect, and to uncover and check the results of works that the Engineer considers may have a Defect.

12. Correction of Defects

12.1 The Engineer should notify the Contractor in writing of any defect before completion of the Defects Correction Period, which begins at Completion Date, and its duration is determined in *the Special Conditions of Contract (Appendix 5)*.

12.2 Upon receipt of each notice of Defect, the Contractor should correct the indicated Defect within the time periods specified in the Engineer's notice.

13. Uncorrected Defects

13.1 In case if the Contractor has not corrected the Defect within the time periods specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor should pay those costs.

D. Cost Control

14. Bill of Quantities

14.1 The Bill of Quantities includes the priced kinds of works and value of consumable material for the construction, testing and commissioning of the Works to be executed by the Contractor.

14.2 The Bill of Quantities shall be used to calculate and pay for the Contract Price. The Contractor shall receive the payment for the executed amount of works at the rate and price indicated in the Bill of Quantities for each kind of work.

15. Changes in Quantities and Payment

- 15.1 For operational needs, the Purchaser may change of quantities of any works or certain kind of work but by no more than 10 (ten) percent of the Initial Contract Price.
- 15.2 The Contractor shall provide the Purchaser with a quotation for carrying out the Variation when requested to do so by the Engineer, within 7(seven) days from the date of receipt of the request, with specification of prices by types of works and cost of consumables. The Purchaser shall assess the quotation and cost of consumables as compared to the Bill of Quantities presented as part of the Bid.
- 15.3 If in comparison of prices and cost of consumables correspond to prices and cost of consumables in the Bill of Quantities, the Work Order is issued to the Purchaser for performance of the modified quantities of works or types of works.
- 15.4 If the price and cost of consumables do not meet the price and cost of consumables in the Bill of Quantities or, in the opinion of the customer, are unreasonable, the customer gives instructions to the Engineer to make estimate of changed volumes of works or for certain types of work and, on the basis of its own forecast issues to the Contractor in the form of a “work order” to implement the modified scope of work or types of work.
- 15.5 The “work order” shall include: name of works, their volumes, quantities, unit cost, cost of consumables and the total cost. The cost of the “job order” shall be added to the Contract Price in form of Additional Contract and is an integral part, and its implementation shall be regulated by the Contract conditions.
- 15.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

16. Statement of Accomplished Works

- 16.1 The Contractor shall monthly submit to the Engineer for payment the certificates of actually performed works (percentage) prepared pursuant to the Bill of Quantities after deduction of aggregate payments of previously approved quantities.
- 16.2 The Engineer should check the Contractor’s monthly certificates of performed works and approve them for payment to the Contractor.
- 16.3 The value of accomplished works should be determined by the Engineer, and should involve the value of all actually performed quantities in accordance with items of works, rates and value of consumable material under the Bill of Quantities.
- 16.4 The value of performed works should include the value of Work order (additional works) and of Compensation Event.
- 16.5 The Engineer may exclude any item certified in a previous certificate of the performed works for payment or reduce the proportion of any item previously approve certificate of the performed works for payment in the light of later information.

17. Payments

- 17.1 The Purchaser shall make advance payment to the Contractor in the amount and within the dates specified in *the Special Conditions of Contract (Appendix 5)*, provided that the Contractor gave a Bank Guarantee for advance payment for the amount of advance payment. The Guarantee shall remain effective until the full repayment of advance; in this case the amount of the Guarantee should be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
- 17.2 The Contractor shall use the advance payment exclusively to pay for Equipment, Machinery, and Mechanisms, Materials and other expenses required directly for the execution of the Contract. The Contractor shall demonstrate that advance payment has been used for the purposes of execution of the Contract by supplying copies of invoices or other documents.
- 17.3 The advance payment shall be repaid by deducting proportionate amounts from the Certificate of performed works specified in the Special Conditions of Contract that are due to the Contractor. No account shall be taken of the advance payment or its repayment in assessing valuations of performed works, Modifications, Compensation Events, Bonuses or Liquidated Damages.

17.4 Payments shall be adjusted taking into account the advance payments and deductions. The Purchaser shall pay the Contractor the amount based on the certificate of performed works signed by the Engineer, within 28 days after the date of the invoice under the certificate of performed works. In case of delay of payment, the Purchaser shall pay interest to the Contractor as specified in the *Special Conditions of Contract (Appendix 5)* on the amount of delayed payment. The interest shall be accrued from the date by which the payment was due and ending when the last payment was made.

17.5 Types of works on which no quotations or prices are provided, and the cost of consumables are not paid by the Purchaser and are deemed as included in other types of works.

18. Liquidated Damages.

18.1 In the case of a failure in the Completion Date towards the Expected Period of Completion, the Contractor shall pay the Purchaser liquidated damages specified in the *Special Conditions of Contract (Appendix 5)* for each day that the Completion Date is later than the Expected Period of Completion. The total amount of liquidated damages shall not exceed the amount defined in the *Special Conditions of Contract (Appendix 5)*. The Purchaser may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

19. Force Majeure

19.1 The Contractor shall not forfeit his performance security, and shall not be responsible for payment of liquidated damages, or termination of a Contract for disregard of provision, if the delay in execution of the Contract, or default is the result of an event of force majeure.

19.2 For the purposes of this Clause, "force majeure" means an event beyond the control of the Contractor, not connected with error or negligence of the Contractor, and not foreseeable. Such events may include but not restricted to such actions as: wars or revolutions, fires, floods, epidemics, quarantine and embargo affecting the execution of the Works.

19.3 When force majeure arises, the Contractor shall promptly notify the Engineer in writing of such event and its cause. If no written instructions received from the Engineer, the Contractor shall continue to perform his obligations under the Contract as far as possible, and shall search for alternative ways of execution of the Contract, irrespective of the force majeure.

20. Advance Payment

20.1 The Purchaser shall make advance payment to the Contractor in the amount and within the dates specified in the *Special Conditions of Contract (Appendix 5)*, provided that the Contractor gave a Bank Guarantee for advance payment for the amount of advance payment. The Guarantee shall remain effective until the full repayment of advance; in this case the amount of the Guarantee should be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

20.2 The Contractor shall use the advance payment exclusively to pay for Equipment, Machinery, and Mechanisms, Materials and other expenses required directly for the execution of the Contract. The Contractor shall demonstrate that advance payment has been used for the purposes of execution of the Contract by supplying copies of invoices or other documents.

20.3 The advance payment shall be repaid by deducting proportionate amounts from the Certificate of performed works specified in the Special Conditions of Contract that are due to the Contractor. No account shall be taken of the advance payment or its repayment in assessing valuations of performed works, Modifications, Compensation Events, Bonuses or Liquidated Damages.

21. Performance Security

21.1 Within 7 (seven) days after receipt of the notice of Contract award, the successful Bidder shall furnish the Purchaser with the Performance Security, the amount and form of which is specified in the *Special Conditions of Contract (Appendix 5)*.

21.2 The Performance Security shall be returned by the Purchaser not later than fifteen (15) days after the date of completion by the Contractor of his obligations under the Contract, including all guarantee obligations, unless otherwise provided in the *Special Conditions of Contract (Appendix 5)*.

22. Cost of Repairs

- 22.1 Loss of or damage to the Works, Equipment, or Materials to be incorporated in the Works and having been occurred between the Start Date and the Completion Date, including the Defects Correction Period shall be reimbursed by the Contractor at the Contractor's cost if that loss or damage arisen from the Contractor's action or inaction.

E. Finishing the Contract

23. Completion

- 23.1 The Contractor shall request the Engineer to issue a certificate of Completion of the Works.

24. Taking Over

- 24.1 The Purchaser not later than seven (7) days after the Contractor's request, shall appoint the Working Committee to take over the Work. The Taking Over Certificate shall be prepared by the Engineer with participation of the Contractor. The date of approval of Taking Over Certificate by the Purchaser shall be deemed the Completion Date, and within seven (7) days of the date of taking over certificate, the Site and the Works should be taken over by the Purchaser.

25. Final Account

- 25.1 Before the end of the Defects Liability Period, the Contractor shall supply the Purchaser with a final account of the remaining amount that the Contractor considers payable under the Contract. Provided that all defects are corrected, and that the supplied invoice is correct and complete, the Engineer, during one month, shall certify the final certificate of performed works. If during the inspection, there will be the facts of finding a defect, and the supplied invoice is incorrect or inaccurate, the Engineer, within a month, shall submit a schedule for correction of defects. If the Final Account is still incorrect or inaccurate after it has been resubmitted, the Engineer shall determine independently the amount due to and shall decide to pay to the Contractor.

26. Termination

- 26.1 The Purchaser or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract conditions.
- 26.2 Fundamental breaches of the Contract conditions shall include, but shall not be limited to, the following:
- (a) the Contractor stops the works for 15 (fifteen) days, in this case that stoppage is not provided in the current Work Execution Schedule and is not authorized by the Engineer;
 - (b) The Purchaser instructs the Contractor to delay the progress of the works, and such instruction is not canceled during the days specified in the *Special Conditions of Contract (Appendix 5)*;
 - (c) The Purchaser or the Contractor becomes bankrupt or goes into liquidation, exclusive of reorganization or amalgamation;
 - (d) The Purchaser does not pay the Contractor the amount confirmed by the Engineer within the days specified in the *Special Conditions of Contract (Appendix 5)* of the date of invoice supplied to the Contractor for payment;
 - (e) The Engineer notifies and warns that non-correction of a specific defect is a fundamental breach of the Contract conditions; and the Contractor does not correct a defect within acceptable period of time established by the Engineer;
 - (f) The Contractor delayed the completion of the Works for a number of days correspondent to a maximum possible amount of liquidated damages as indicated in the *Special Conditions of Contract (Appendix 5)*.
- 26.3 Notwithstanding the above, the Purchaser may terminate the Contract for convenience.
- 26.4 If the Contract is terminated, the Contractor shall stop the Works immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

27. Payment upon Termination

- 27.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue the confirmed Certificate of the performed works and Materials ordered less advance payments received up to the date of the confirmation of the certificate and less the percentage of the performed

works, as indicated in the *Special Conditions of Contract (Appendix 5)*. If the total amount due to the Purchaser exceeds the amount due to the Contractor, the difference shall be a debt of the Contractor to the Purchaser.

- 27.2 If the Contract is terminated for the Purchaser's convenience or because of a fundamental breach of Contract by the Purchaser, the Engineer shall confirm the Certificate of the performed works, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the confirmation of the certificate.

28. Property

- 28.1 All Materials on the Site, Equipment, Temporary Structures, and Works shall be deemed to be the property of the Purchaser if the Contract is terminated because of the Contractor's default.

29. Contractor to Protect Works Done, Materials and Equipment

- 29.1 The Contractor should protect the Works done, Materials, Equipment, Resources and other items related to the Works from any or all damage, deterioration, destruction linked to rain, flood, frost, fire, robbery, mysterious disappearance and other reasons. Due to the above said, all costs incurred by the Contractor in view of the above-stated, shall not be subject to additional payment on the part of the Purchaser.
- 29.2 The Purchaser will not be responsible for any damage to the Contractor's works for the abovementioned reasons before they are fully completed and accepted, and the Contractor shall, without additional payment, carry out all corrections, repairs or replacements as applicable to the Works because of the necessity to correct any defect, damage and other defects as a result of the above event.

30. Materials and Equipment of Contractor

- 30.1 The Contractor shall be responsible for organization of the supply, transportation, discharge and storage of all Materials and Equipment to be supplied, and delivered by the Contractor to the Project Site. The supplies shall be carried out only for the Contractor's name. The Purchaser shall in no case be responsible for expenses related to the supply, processing, storage and fee for stoppage of vehicle. No supplies shall be addressed to the Purchaser.
- 30.2 The Contractor shall provide the Purchaser with a Schedule of Receipt of materials and equipment on the Project Site. The sites only permitted by the Purchaser may be used for storage, stowage and stockpiling.

31. Settlement of Disputes

- 31.1 If any dispute or disagreement arises between the Purchaser and the Supplier for the Contract or in connection with it, the parties shall make every effort to resolve the dispute or disagreement peacefully by mutual consultation.
- 31.2 If during twenty one 21 (twenty one) days the parties failed to resolve their dispute or disagreement by mutual consultation, either the Purchaser or the Supplier may send the other party the notice of intent to commence Arbitration, or the matter may be brought to a court of General Jurisdiction, as specified in the *Special Conditions of Contract (Appendix 5)*.
- 31.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract, unless they otherwise agree.

Appendix No. 5

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the provisions herein and the General conditions of Contract, the Special Conditions of Contract shall prevail.

GCC Clause Name	Name of Clause
1.1	The Purchaser: _____ <i>[insert name, address, telephone, fax and e-mail]</i> Contractor _____ <i>[insert name, address, telephone, fax and e-mail]</i>
1.1	Assumed date of completion of all works _____ <i>[specify the term]</i>
1.1	The Engineer is _____ <i>[insert address and full name, authorized representative].</i>
1.1	Date of beginning of works _____ <i>[insert the date].</i>
2.1 (and)	Any other documents _____ <i>(list all other documents)</i>
12.1	The Defects Correction Period _____ <i>[specify number of days]</i>
17.4	The interest to be paid for the delay of payment from amount to the delayed payments _____ <i>[% of amount not paid for each day of delay]</i>
18.1	The penalty to be paid by the Contractor for frustration of the completion of works _____ <i>[specify penalty for each day of delay, no more than 10% of the Contract Price]</i>
20.1	The date and amount of advance payment _____ <i>[specify amount of advance payment]</i>
21.1	The Amount and Form of Performance Security _____ <i>[should not exceed 10% of Contract Price]</i>
21.2	Other Contract Conditions for Security to be returned pursuant to the Contract _____ <i>[specify if there are other conditions]</i>
26.2 (b)	The termination of the Contract in the cases when the suspension is not cancelled within [...] days: _____ <i>[specify number of days]</i>

GCC Clause Name	Name of Clause
(d)	<p>The payment to the Contractor is delayed of the date of invoicing _____</p> <p>_____</p> <p><i>[specify number of days]</i></p>
(g)	<p>The Contractor delays the completion of the Works that correspond to a maximum possible liquidated damages _____</p> <p><i>[specify number of days]</i></p>
31.2	<p>Settlement of Disputes</p> <p>Disputes arising out of or in connection with the Contract shall be settled in Arbitration in accordance with [... identify arbitration rules to be applied, as well as the number of arbitrators (one or three), the language of the arbitration, the location and, if applicable, the institution under whose auspices the arbitration would be administered].</p> <p>or</p> <p>in court of general jurisdiction in accordance with the laws of the Kyrgyz Republic.</p> <p><i>[delete unnecessary]</i></p>

Appendix No. 6

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

Section VI. DRAWINGS

It is necessary to provide schemes, project plans and drawings.

The schemes, project plans, drawings and process flow diagrams, and other documents related to drawings shall be presented as a separate annex.

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

BILL OF QUANTITIES

Item	Type of works	Unit	Quantity	Rate	Total price	Amount in words
	Total					

Contractor _____ / _____
(Signature) (Full name)

Appendix No. 8

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

TECHNICAL SPECIFICATIONS

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Purchaser without including in them additional clauses and conditions. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, goods and services. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods to be incorporated in the works 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.

When drafting the technical specifications, the Purchaser, using deletions or addenda, should adapt the specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized standards should be used as much as possible. Where other particular standards are used, the specifications should state that the goods, materials, and workmanship that meet other authoritative standards, and which ensure an equal or higher level quality than the standards mentioned, will also be acceptable.

When reference is made in the Contract to specific standards and codes to be met by the goods, materials and works to be executed or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes used widely in practice, other authoritative standards that ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Engineer's prior review and approval. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Purchaser not later than 7 (seven) days before the date by which the Contractor wishes to get the Purchaser's consent. In case when the Purchaser considers that such proposed modifications do not ensure equal or higher quality, the Contractor should follow the standards and codes specified in the document.

Appendix No. 9
Form

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

QUALIFICATION INFORMATION**1. For individual bidders or individual members of a joint venture****1.1 Legal status and constitution/company charter of Bidder (attach copy).**

License No. and its validity period to execute the Works:

_____ (attach copy)

Place of registration: _____

Principal type of business: _____

1.2 Total volume of the Works executed for the last (3) three years in Soms:

_____ thousand soms in 20__.

_____ thousand soms in 20__.

1.3 Qualifications and experience of employees proposed for the key administrative and line positions in order to execute the Contract.

Position	Full Name	Years of experience	Years of experience at similar position
Manager			
Foreman			
Quality Inspector			

1.4 Main subcontractors (when required)

Nature of Works	Value of Subcontract	Subcontractor (name, address, telephone number)	Years of experience in carrying out similar works

1.5 Presence of tax debts, of payments to Social Fund (reply and attach supporting documents).**1.6 Information on current (and recent – within the last 2 (two) years) litigation in which the Bidder involved.**

Other party (ies)	Cause of dispute	Disputed amounts

1.7 Any other information which is required by the Procuring entity to execute a Contract

1.8 The methods and schedule of works to be proposed. The Bidder should provide descriptions, drawings and schemes, if required in the bidding documents.

I certify the authenticity of all the above information.

(Full name) (Position) (Signature and seal)

Dated on “_____” day of _____ 20__.
[date]

Appendix No. 10
Form

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

CONTRACTOR'S BID

Date: _____

IFB No: _____

To: _____
[Name and address of Purchaser]

Having examined the bidding documents including Annexes and Addenda No _____ *[specify numbers]*, the receipt of which is hereby acknowledged, we offer to execute _____ *[description of works]* in accordance with the Contract conditions attached herein for the total amount of _____ *[the Total Amount of Bid in Words and Figures]*.

(a) We, including all subcontractors, regarding any part of the Contract, in accordance with these bidding documents, have no conflict of interests pursuant to Clause 2 of the Instruction to Bidders;

(b) We, including all subcontractors, regarding any part of the Contract, in accordance with these bidding documents, have not been declared to be ineligible, or are not ineligible pursuant to laws of the Kyrgyz Republic.

We undertake, if our Bid is accepted, to execute the Works in accordance with the Schedule of Works given in the Contract Conditions.

If our Bid is accepted, we shall furnish the Performance Security for the amount of _____ in order to execute the Contract properly and within the dates specified in the bidding documents.

Also, if our Bid is accepted we will request necessary advance payment for the amount of _____ thous. soms for proper performance of the Contract. We commit to furnish the security for advance payment for the above amount.

We hereby confirm that this bid shall be valid within _____ days of the date established from the bid opening date, and it shall remain binding on before the expiry of indicated period.

Prior to preparation and execution of a formal Contract, this Bid together with your written confirmation of its acceptance shall constitute the Contract to be binding upon both parties.

We understand that you are not required to accept the lowest or any bid you receive.

Dated the _____ day of _____ 20__.

Duly authorized to sign the Bid for and on behalf of

(Name of Contractor)

(Full name)

(Title)

(Signature and seal)

Appendix No. 11
Form

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

CONTRACT

This Contract made the _____ day of _____ two thousand and _____
[date] [month]

BETWEEN the Purchaser [name and address of organization]

and the Contractor [name and address of organization]

for execution of the Works [name and location of Works]

Developer [name and address of developer]

In view of that the Purchaser wishes to have the Contractor execute _____
[name of Contract]

(hereinafter called the Works) and the Purchaser has accepted the Contractor' Bid for the execution and completion of the Works, and for correction of any defects therein.

THIS CONTRACT WITNESSES the following:

1. The words and expressions in this Contract have the same meanings as they do in the Conditions of Contract (Appendix 4).
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - a) Contract;
 - b) Purchaser's Notification of Award;
 - c) Contractor's Bid
 - d) Special Conditions of Contract;
 - e) General Conditions of Contract;
 - f) Technical Specifications;
 - g) Drawings;
 - h) Bill of Quantities, with specification of quotations and prices, names of the materials with specification of the cost of the materials, and
 - i) Other documents included in the Contract Documents.

[specify additional documents that the Purchaser intends to include in the Contract Documents in accordance with the General Conditions of Contract]

3. Taking into account the payments to be made by the Purchaser to the Contractor in accordance with the above-stated, the Contractor shall execute and complete the Works, and to correct any defect therein in full accordance with conditions of the Contract.

PURCHASER**CONTRACTOR**

(Signature and seal)

(Signature and seal)

(Name, last name, title)

(Name, last name, title)

Appendix No. 12
Form

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

BID SECURITY
(Bank guarantee)

Whereas _____ *[name of Bidder]* (hereinafter called "the Bidder") is ready to submit his bid dated *[date of bid submission]* for the execution of *[description of works]* (hereinafter called "the Bid"),

KNOW ALL PEOPLE that WE _____ *[name of bank]* from _____ *[name of country]* having our registered office at the address _____ *[address of bank]*, (hereinafter called "the Bank"), are bound to _____ *[name of Purchaser]* (hereinafter called "the Purchaser") for the amount of _____ by which the payment shall be made in whole and on time to the indicated Purchaser; and the Bank is bound with these obligations on behalf of its name, its successors and authorized. This is to confirm that the license issued to the Bank shall provide for activity on issuance of the security, and the person (s) signing this security is entitled to act on behalf of the Bank, and if the approval of Board of Directors, or of General Stockholders Meeting is required, then it is already received, and there is no other approval required.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder:
 - (a) withdraws his Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
 - (b) rejects the adjustment of bid price pursuant to Clause 27.
2. If the Bidder, having received a notice of that his Bid is accepted by the Purchaser, during the validity period of that bid:
 - (a) fails or rejects to sign the Contract, at the request; or
 - (b) fails or rejects to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay the Purchaser the above sum upon receipt of his first written request, without needing the Purchaser to show grounds or reasons of that request, provided that the sum requested by the Purchaser is due to him because of the occurrence of one or both conditions, specifying the condition (s) occurred.

This guarantee shall be valid and remain in force for _____ days, inclusive, after expiry of the bid, and any other related request should be sent to the Bank no later than the specified date.

(Full name of Bank's representative)

(Title)

(Signature and seal)

Dated on "____" day of _____ 200__.

Address of the Bank issuing the guarantee: _____

Form

Appendix No. 13
Form

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

PERFORMANCE SECURITY
(Bank guarantee)To: _____
[Name of Purchaser]

WHEREAS _____ [name of Contractor] (hereinafter called "the Contractor") has undertaken in pursuance of the Contract N [Contract number] dated _____ 200__ to execute the Works [description of works] (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish You with a bank guarantee by a reputable bank for the sum specified therein as a security for compliance with the Contractor's obligations under the Contract;

AND WHEREAS we have agreed to furnish the Purchaser with a security,

THEREFORE WE hereby confirm that we are the Guarantors and are responsible to you on behalf of the Contractor up to a total of _____ [Amount of Security in words and figures] and, we undertake to pay You on your first request notifying of the Contractor's default with the Contract, and without cavil or argument, any sum or sums within the above limits, and as aforesaid, such sum or sums being payable in the types and proportions of currencies in which the Contract Price is payable, without your needing to show grounds or reasons of your request or the sum specified therein.

Any modification or addition, or amendment in the terms of Contract which may be made by the Purchaser and the Contractor by Additional Agreement shall in no way release us from obligations under the Guarantee, and we waive any notice of modification, addition, or amendment. This guarantee shall be valid until full completion by the Contractor of the Contract Conditions.

The validity of this guarantee expires no later than twenty eight days from the date of issue of the Acceptance Certificate which is provided to us or is valid till (specify the date, month, year) whichever date comes first. Therefore, any claim of payment under this guarantee should submitted to us to the following address, before that date.

(Full name of Bank's representative)_____
(Title)_____
(Signature and seal)

Dated on " _____ " day of _____ 20__.

Address of the Bank issuing the guarantee: _____

Appendix No. 14
Form

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING
BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____
[Name of Purchaser]

[Name of Contract] _____

We, *[name of Bank]* in accordance with the conditions of Contract which provide for advance payment (*name and address of the Contractor*), and whereas the Contractor has undertaken to provide you a Bank guarantee for advance payment to the Purchaser.

THEREFORE WE hereby affirm that we are the Guarantors, and are responsible to you on behalf of the Contractor to a total sum _____ soms *[amount of guarantee in figures and words]*, and we undertake to pay you on your first request and without objection on our part, and without the preliminary address to the Contractor, any sum or sums within the above limits.

We also agree that no alteration or addition in the terms of Contract which is subject to implementation, or any other contract documents which may be made by the Purchaser and the Contractor shall release us from obligations under the guarantee, and we hereby waive any notice of such alteration, or addition. We confirm that the license issued to the Bank shall provide for activity on issuance of a bank guarantee, and the person signing the guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors or of General Stockholders Meeting is required, then it is already received, and there is no other approval required.

This guarantee shall be valid and remain in force from the date of advance payment received by the Contractor under the Contract, and until the date when the Purchaser receives a full compensation of the relevant amount of Advance Payment.

Payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated 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 eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert month]*, *[insert year]*,¹ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

(Full name of Bank's representative) *(Title)* *(Signature and seal)*

Dated on "_____" day of _____ 200__.

Address of the Bank issuing the guarantee: _____

¹ Insert the expected expiration date of the Time For Completion. The Purchaser should note that in the event of an extension of the Time For Completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the guarantee."

Appendix No. 15
Form

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

LETTER OF ACCEPTANCE
[on letterhead of Purchaser]

_____ (date)

To: _____
[Name of Contractor]

[Address of Contractor]

This is to notify you that your bid dated the “_____” day of _____20__, for the execution of
_____ *[description of works]* to the total sum of

[amount in figures and words]

as amended and modified in accordance with the Instructions to Bidders is hereby accepted by our organization.

At the same time, we are sending you the Form of Contract and requesting you, in accordance with Clause 29.2 of the Instruction to Bidders, during 7 (seven) days to sign and date the Form of Contract, and return it at our address. Along with the signed Contract, we request you to furnish us, pursuant to ITB Clause 29, with the Performance Security.

You are hereby instructed to start the Works pursuant to the Contract conditions.

Name of organization: _____
Full name and title: _____
Signature of authorized representative: _____

Annex: The Contract

Appendix No. 16
Form

PROCUREMENT METHOD: UNRESTRICTED AND LIMITED BIDDING

POWER OF ATTORNEYTo: *[name of Purchaser]*

WHEREAS _____ *[name of Contractor]*, who is the Contractor
for the execution of Works *[description of works]*.

do hereby attorn _____ *[name and address of Contractor's Representative]*
to submit the Bid, and subsequently negotiate with you, and sign the Contract based on the *Invitation for Bids*,
which we hereby extend our full guarantees for the execution of Works based on the *Invitation for Bids*.

[Full name, title, signature for and on behalf of Contractor]

Dated on "_____" day of _____ 200____. (seal)
[date]

Note: The power of attorney must be drafted on the letterhead of the Contractor, and signed by a competent person
authorized by the Contractor. The Bidder shall include the power of attorney in its Bid.

ANNEX 5.14

**Third Village Investment Project
RECORD OF WORKS PROCUREMENT PROCEDURES**

Name of procuring entity: _____

Legal address and telephone number: _____

Manager: _____

Date of the Record: “ ____ ” _____ 20 ____

Number of tender: _____

This record is drawn up for procurement of works at the expense of

[specify source of financing]

1. The subject of procurement is: _____

[name of the works with brief description]

2. The sum allocated for this procurement is _____

3. Procurement method _____

[if the method is other than single-stage bidding, it is necessary to specify the reason for selecting that specific method]

4. Announcement of bidding _____

[please indicate the date of announcement, name of the media, number of the GPB, mailing to foreign state embassies]

5. Bidding documents were purchased by the following bidders:

No.	Bidder's name	Legal address	Remarks
1			
2			
3			

6. Tender announcement: _____

a. _____

[number of requests received from bidders]

b. _____

[summary of requests]

c. _____

[summary of responds provided by the procuring entity]

7. Name and address of bidders having provided bids:

No.	Name of bidder	Legal address	Date of obtaining
1			
2			

8. Date and time opening the bids: on “ ____ ” day of _____ 20__ at _____ hours.

9. Main requirements to bidding documents.

This clause should indicate (note) only those requirements given in the bidding documents. The column “Requirements to Bidding Documents” shall include the requirements to the bidders

No.	Content of the requirements	Requirement to bidding documents	Name of suppliers			
			1	2	3	4
A	Total price of the bid (if bidding is divided into separate items, specify value of each item)					
B	Term of validity of the bid					
C	Proposed term of completion of works					
D	Availability of all the documents required in accordance with the conditions of the bidding documents:					
	1) completed bid					
	2) work experience for the last three years as a prime contractor on two or more construction sites put into operation					
	3) the contractor has improperly performed at least one government procurement contract within three years before beginning of the procurement procedures					
	4) the contractor has tax debt					
	5) the contractor has the Social Insurance payments debt					
	6) availability of license for this type of works					
E	Other requirements to bidder specified in bidding documents					

10. Preliminary evaluation of bids.

a) Preliminary evaluation:

By results of analysis of bids, in accordance with requirements to the bidding documents specified in Clause 11, the following bids were rejected:

No.	Name of the Bidder	Sub-clauses for incompliance with which the bid was rejected
1		
2		

Further evaluation is held only on the bids that have no significant deviations from the bidding documents requirements specified in Clause 11.

b) Technical evaluation:

By results of technical evaluation, the following bids were rejected for non-conformity with technical requirements:

No.	Name of Bidder	Specify all deviations from technical requirements specified by the bidding documents
1		
2		

11. Correcting the arithmetic errors in the price part of the bid:

a) arithmetic errors in bids are specified, and how they were corrected: _____

No.	Name of the Bidder	Price of the bid	Result of correction of the arithmetic errors	Written consent of the Bidder	Adjusted price
1					
2					

The column “adjusted price” includes the bids prices after correction of the arithmetic errors (if any).

b) For refusal to correct the arithmetic errors, the following bids were rejected:

[name of bidders, specifying the arithmetic errors omitted and the way they were corrected]

12. Rejection of bids for other grounds:

[name of the bidder and ground for rejection]

13. All bids were rejected for the following reasons: _____

[specify reason for rejection]

14. Evaluation and comparison of bids.

The Bidder that submitted a bid substantially compliant with requirements to the bidding documents and having the lowest estimate cost _____

[name of the Bidder and Bid price]

Chairman of the committee: _____

Members of the committee _____

15. Protests and complaints: _____

[name of the bidder, summary, date of submission and summary of the decision made]

By results of procurement procedures, the tender committee submitted a proposal to the procurement department on award of the Contract to the winner on behalf of the procuring entity:

16. Suspension of the procurement procedures:

[specify the reason for suspension of the procurement procedures and period of suspension]

17. The Procurement Contract will be signed with the following contractor:

[name of the entity, the bid price]

18. Other information:

[information on the actions of procuring entity, bidders and any other party influencing the procurement process]

19. Special opinion of members of the tender committee and/or the procurement unit specialists:

No.	Full name of a member of the tender committee and/or procurement unit specialists	Content of special opinion of the tender committee or the procurement unit specialists (it may also be presented as Attachment to the Record)	Date	Signature
1				
2				

[Note: If any action envisaged by different clauses of this Record were not implemented, it is enough to make note in the appropriate item. Information on any of the items may be presented as an Annex to this Record, with mandatory specification of the number and name of the relevant item.]

Chairperson of tender committee: _____

Members of tender committee: _____

ANNEX 5.15**Third Village Investment Project
ANNOUNCEMENT (SELECTION OF INDIVIDUAL CONSULTANTS)**

Date: _____

Announcement

AO/MPG _____ (name of AO/MPG)

In the purpose of implementation of microproject the _____
[name of project]

announce a competition to select _____ [required number and name of consultants].

Minimum requirements:

- education
- work experience
- additional knowledge in the relevant field
- availability of relevant certificates (if needed)

All willing to participate should submit their CVs before:

[date] _____ [time] _____ at the following address:

[address]any additional information can be obtained from _____
[name of responsible specialist]at the following address _____
[address and telephone number]

ANNEX 5.16**Third Village Investment Project
TERMS OF REFERENCE (TOR)****TEMPLATE OF TOR CONTENTS:**

1. MICROPROJECT INFORMATION;
2. PURPOSE OF THE ASSIGNMENT ;
3. SCOPE OF WORKS;
4. ANTICIPATED OUTCOMES;
5. REPORTING;
6. DURATION OF SERVICES;
7. QUALIFICATION REQUIREMENTS.

ANNEX 5.17**Third Village Investment Project
CV TEMPLATE**

Proposed position: _____

Consultant's name: _____

Profession: _____

Date of birth: _____

Detailed description of tasks committed: _____

Key qualifications:

[Indicate Consultant's work experience and education directly related to the tasks committed. Describe the level of Consultant's responsibility regarding the previous tasks with an indication of dates and places of completion thereof on half of page.]

Education:

[Indicate higher (university) and other special education of a staff member, the names of educational institutions, the dates of attendance and diplomas obtained on an approximately a quarter of a page]

Work experience:

[Starting from the current position, indicate in a reverse chronological order all places of work. Indicate all positions of a staff member starting from the time of graduating with an indication of dates, organizations, positions occupied and places of work. The information about work experience for the last ten years should include the information about the types of accomplished works and recommendations of employers, if possible on approximately two pages.]

Language skills:

[indicate the level of knowledge of each language: advanced, upper-intermediate, intermediate, elementary: reading, speaking, writing.]

Confirmation:

I hereby confirm that this information faithfully describes me, my qualifications, and experience.

Date: _____
[day/month/year]

[Consultant's signature]

Consultant's name: _____

ANNEX 5.18

**Third Village Investment Project
EVALUATION REPORT
Selection of individual consultant**

Date: « ____ » _____ 20 ____

1.	AO/MPG ____ (address, telephone number/fax)	
2.	Position:	
3.	Total estimated cost:	
4.	Contract period:	
5.	Date of invitation:	
6.	Names of candidates invited	
7.	Evaluation criteria:	
8.	Deadline of documents submission:	
9.	Names of candidates included in a shortlist:	
10.	Members of tender committee	
11.	Totaling scores (Provide in an Annex total scores of technical evaluation for each CV according to evaluation criteria approved)	
12.	Results of evaluation during interviews and based on candidates' CVs	

13.	<p>Based on the necessity of substantial input of the best candidate during the review of biographics, considering compliance with technical and other requirements set forth in the scope of works, it is recommended to sign a contract with the following candidate:</p> <p>Candidate's name:</p> <p>Contract amount: _____ KGS</p> <p>Period of delivery of services:</p> <p>Objections, if any:</p>
------------	---

Signatures of members of tender committee:

INDIVIDUAL EVALUATION SHEET

No.	Evaluation criteria	Max score	Candidates		
I	Education				
	Total for Section I:	10			
II	Qualification and experience				
	Total for Section II:	70			
III	Special skills				
	Total for Section III:	20			
	Total: (I)+(II)+(III)	100			

Name and signature of a member of the tender committee _____

Selection of an individual consultant
SUMMARY OF SCORING

No.	Candidate (name)	Members of tender committee (name)					Total scores	Average scores	Ranking
1									
2									
3									
4									

Signatures of members of the tender committee: _____

ANNEX 5.19

**Third Village Investment Project
CONTRACT**

THIS CONTRACT ("Contract") is entered into this _____ [commencement date of the assignment], between _____ [name of Employer] ("Employer"), having its principal place of business at _____ [indicated the Employer's address], and [name of Consultant] ("Consultant"), having its principal place of business at _____ [indicate the Consultant's address].

WHEREAS, the Employer wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall submit to the Employer the reports in the form and within the time periods specified in Annex B, "Consultant's Reporting Obligations."
 - (iii) The Consultant shall provide the personnel listed in Annex C, "Consultant's Personnel," to perform the Services.
2. **Term**

The Consultant shall perform the Services during the period commencing _____ [indicate the date of commencement], and continuing through _____, [indicate the date of completion], or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed _____ [indicate ceiling]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - B. Schedule of Payments

The schedule of payments is specified below ¹

[indicate the amount in monetary terms] once the Employer receives a copy of this Contract signed by the Consultant;

[indicate the amount in monetary terms] upon the Employer's receipt of the Draft Report acceptable to the Employer; and

[indicate the amount in monetary terms] upon the Employer's receipt of the Final Report acceptable to the Employer.

[indicate the amount in monetary terms] Total

¹ Modify, in order to reflect the output required, as described in Annex C.

C. Payment Conditions

Payment shall be made in _____[indicate currency], no later than 10 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. **Project Administration**

A. Coordinator

The Employer designates Mr./Mrs. _____[indicate name] as Employer's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Employer considers unsatisfactory.

6. **Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

7. **Ownership of Material**

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Employer under the Contract shall belong to and remain the property of the Employer. The Consultant may retain a copy of such documents and software.

8. **Consultant Not to be Engaged in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.

9. **Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. **Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Employer's prior written consent.

11. **Law Governing Contract and Language**

The Contract shall be governed by the laws of Kyrgyz Republic, and the language of the Contract shall be _____[indicate language].

12. **Dispute Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Kyrgyz Republic.

13. **Miscellaneous**

The Employer may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Employer may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If the Consultant, in the judgment of the Employer, has engaged in corrupt, fraudulent practices in competing for or in performing the Contract.

For the purpose thereof:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence improperly the actions of an official in the process of competing for or performing the Contract;

"Fraudulent Practice" means distortion of facts to influence the process of competing for or performing the Contract to the derogation of the Borrower. The practice includes collusion between consultants (either before or after bid submission) aimed to establish prices at the artificial non-competitive level and to deprive the Borrower of benefits of free and open competition;

(d) If the Employer in its sole discretion decides to terminate this Contract.

FOR THE EMPLOYER

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title:

Title:

Attachment 1. Bank Policy – Corrupt and Fraudulent Practices

(this Attachment shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 and Revised July 2014:

"Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

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

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹⁰;
- (ii) "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 obligation¹¹;

¹⁰ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

¹¹ For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹²;
- (iv) “coercive practices” 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 party¹³;
- (v) “obstructive practice” is
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services 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;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation 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 they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures¹⁴, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹⁵ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

Annexes

Annex A: Terms of reference and Scope of services

Annex B: Responsibilities of the Consultant for reporting

Annex C: Estimate of services, list of staff and rate structure

¹² For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

¹³ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹⁴ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁵ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

ESTIMATE OF SERVICES

(1) Remuneration

	Name	Rate (per month/ day/hour in monetary unit)	Working time (number of months/days/hours)	Total (monetary unit)
(a)				
				Total (1)

(2) Reimbursable expenses

	Rate	Day	Total
(a) Expenditures for communication services			
(b) Transportation			
(c) Per diem (including expenditures for accommodation)			
			Total (2)

Maximum contract amount _____ (Lump-sum)

ANNEX 6

ANNEXES TO CHAPTER 6: FINANCIAL MANAGEMENT AND DISBURSEMENT ARRANGEMENTS

ANNEX 6.1

CHART OF ACCOUNTS for VIP3

Code	Name
1100	Cash
1120	Cash of IDA
1210	Bank
1211	Special Account for IDA
1212	Transit account of IDA
1216	Interest account
1523	Grants of the VIP-3
1523.10	Grants of the VIP-3 for microprojects
1560	Retrofitting grants / Sub-projects VIP-3
1560.20	Retrofitting grants / VIP-3 Payment
1700	Supporting materials
1710	Low-value items
2100	Property, plant and equipment
2110	Office equipment
2130	Furniture and fittings
3100	Account for payment
3110	Account for payment (except for consultant)
3200	Consumption of petroleum products for projects
3300	Contributions to the Social Fund
3310	Contributions to the Social Fund from the enterprise
3500	Current liabilities
3521	Contractual obligations, staff
3600	Financing of IDA
3610	Replenishment of accounts
3615	Bank commission of Donors
3640	Initial advance payment
3800	Community financing / AO
3810	Community contributions
3900	Financing for other
3950	Interest Receipt
3960	Receipt of tender funds
5000	Assets after deduction of debt (financing)
5300	Profit / loss from exchange rate differences
6000	Fixed assets and Low-value items fund
6010	Low-value items
6020	Fixed assets
7100	Project Grant Costs
7130	Grant costs
7130.10	Grant costs (micro-projects)
7200	Cost Categories
8000	Costs
8020	Expenses from interest account
8030	Expenses from interest account of the Donors
SICK	Charging for sick leave (debt to SF)
RETEN	Retention of 5% under contracts
RETEN.VIP3	Retention of micro-projects VIP-3
RETEN.RETR	Contractual retention 5%
ADV	Arrears on advances
ADV.RETR	Arrears on advances VIP (Subprojects)

ANNEX 6.2

FORMAT OF IFR REPORTS ON VIP-3

VIP-3 Credit 5601-KG; VIP-3 Grant D041-KG
 Government of Kyrgyz Republic
 ARIS: Third Village Investment Project
 Credit # 5601-KG; Grant # D041-KG
Sources and Uses of Funds (by categories)
 For the period: XX quarter of 20XX (in US Dollars)

	Current Quarter	Year-To-Date	Cumulative
Opening Cash balances	0,00	0,00	0,00
IDA Grant	0,00	0,00	0,00
Designated account	0,00	0,00	0,00
Transit Account	0,00	0,00	0,00
Petty cash	0,00	0,00	0,00
IDA Credit	0,00	0,00	0,00
Designated account	0,00	0,00	0,00
Transit Account	0,00	0,00	0,00
Petty cash	0,00	0,00	0,00
Other Accounts	0,00	0,00	0,00
Interest Account	0,00	0,00	0,00
Tender account	0,00	0,00	0,00
Add: Sources of Funds	0,00	0,00	0,00
IDA Funds Grant	0,00	0,00	0,00
- Initial Deposit	0,00	0,00	0,00
- SA&SOE	0,00	0,00	0,00
- Direct payments	0,00	0,00	0,00
- Letters of credit	0,00	0,00	0,00
IDA Funds Credit	0,00	0,00	0,00
- Initial Deposit	0,00	0,00	0,00
- SA&SOE	0,00	0,00	0,00
- Direct payments	0,00	0,00	0,00
- Letters of credit	0,00	0,00	0,00
Communities Contribution	0,00	0,00	0,00
- Contribution in cash	0,00	0,00	0,00
Other Funds (interest)	0,00	0,00	0,00
Tender account	0,00	0,00	0,00
Cash Available	0,00	0,00	0,00
EXPENDITURES			
Goods	0,00	0,00	0,00
Works	0,00	0,00	0,00
Consulting Services	0,00	0,00	0,00
Non-consulting Services	0,00	0,00	0,00
Training	0,00	0,00	0,00
Sub-Grants	0,00	0,00	0,00
Small Grants	0,00	0,00	0,00
Operating costs	0,00	0,00	0,00
Resettlement Compensation	0,00	0,00	0,00
TOTAL EXPENDITURES	0,00	0,00	0,00
Expenditures to Other Projects			
Banking Commission	0,00	0,00	0,00
Cash Available Less Expenditures	0,00	0,00	0,00
Add: Foreign Exchange Difference	0,00	0,00	0,00
Net cash available	0,00	0,00	0,00
Closing Cash balances	0,00	0,00	0,00
IDA Grant	0,00	0,00	0,00
Designated account	0,00	0,00	0,00
Transit Account	0,00	0,00	0,00
Petty cash	0,00	0,00	0,00
IDA Credit	0,00	0,00	0,00
Designated account	0,00	0,00	0,00
Transit Account	0,00	0,00	0,00
Petty cash	0,00	0,00	0,00
Other Accounts	0,00	0,00	0,00
Interest Account	0,00	0,00	0,00
Tender account	0,00	0,00	0,00
Total closing cash	0,00	0,00	0,00

Government of Kyrgyz Republic
 ARIS: Third Village Investment Project
 Credit # 5601-KG; Grant # D041-KG

USES OF FUNDS BY COMPONENT AND EXPENDITURE TYPE

For period XX quarter of 20XX
 (in USD)

Project Components	Actual			Budget			Variance		
	Quarter	YTD	Cumulative	Quarter	YTD	Cumulative	Quarter	YTD	Cumulative
Part 1: Capacity Building	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Consultants' services	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Training	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Goods									
Part 2: Village Investment	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Sub-Grants for implementing Sub-projects	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Expenses from funds of IDA	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Expenses from funds of Communities									
Contribution	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Small Grants for implementing Micro-projects	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Expenses from funds of IDA	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Expenses from funds of Communities									
Contribution	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Resettlement Compensation									
Consultants' services	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Part 3: Project Management	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Operating Costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Audit	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
Goods									
Expenditure on bank fees	0,00	0,00	0,00	0,00			0,00	0,00	0,00
Total Project Expenditure	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00

Project Name VIP3-Third Village Investment Project

Project-Grant: № D041-KG, Credit № 5601-KG

BALANCE SHEET*as at XXXXXXXX XX,20XX*

<u>Cash and cash equivalents:</u>		
Designated Account (USD)	x	0,00
Transit account (in local currency)	x	0,00
Interest Account	x	0,00
Tender account	x	0,00
		0,00
Project expenditures		0,00
Petty cash		0,00
Foreign exchange difference (if net loss)		0,00
Total assets		0,00
 <u>Funding:</u>		
IDA	x	0,00
Communities Contribution		0,00
Interest Account		0,00
Tender account		0,00
		0,00
Foreign exchange difference (if net income)		0,00
Total liabilities		-

NOTES:

Project Name VIP3-Third Village Investment Project**Grant # D041-KG****Designated Account (DA) #1121289200001137 Statement****as at XXXXXXXX XX,20XX**

1	Opening Balance as at XX.XX.20XX	0,00
	Add:	0,00
2	Cumulative unexplained discrepancy	
3	IDA advance/replenishment during the current quarter	0,00
4	Less: Refund to IDA from DA during the current quarter	
5	Present outstanding amount advanced to DA	0,00
6	DA closing balance as at XX.XX.20XX carried forward to next period	0,00
7	Add: Amount of eligible expenditures paid during the current quarter	0,00
8	Service charges (if debited into DA)	
9	Less: Interest earned (if credited into DA)	
10	Total advance accounted for	0,00
11	Discrepancy(5)-(10) to be explained /II	-

NOTES:**Project Name VIP3-Third Village Investment Project****Credit # 5601-KG****Designated Account (DA) #1121289200002147 Statement****as at XXXXXXXX XX,20XX**

1	Opening Balance as at XX.XX.20XX	0,00
	Add:	0,00
2	Cumulative unexplained discrepancy	
3	IDA advance/replenishment during the current quarter	0,00
4	Less: Refund to IDA from DA during the current quarter	
5	Present outstanding amount advanced to DA	0,00
6	DA closing balance as at XX.XX.20XX carried forward to next period	0,00
7	Add: Amount of eligible expenditures paid during the current quarter	0,00
8	Service charges (if debited into DA)	
9	Less: Interest earned (if credited into DA)	
10	Total advance accounted for	0,00
11	Discrepancy(5)-(10) to be explained /II	-

NOTES:

Project Name VIP3-Third Village Investment Project
Project-Grant№ D041-KG,
for the period from XX.XX.20XX to XX.XX.20XX

W/A	Expenditure categories			Amount in Commit Ccy XDR	Total
		Goods, works, non-CS, CS including under Sub-Grants and Small Grants, Training, Operating Costs under the Project, and Resettlement Compensation under Part 2(b) of the Project	DA Deposit		
1	advance				
2					
3					
4					
5					
6					
7					
8					
		-	-	-	-

NOTES:

Project Name VIP3-Third Village Investment Project
Project- Credit № 5601-KG
for the period from XX.XX.20XX to XX.XX.20XX

W/A	Expenditure categories			Amount in Commit Ccy XDR	Total
		Goods, works, non-CS, CS including under Sub-Grants and Small Grants, Training, Operating Costs under the Project, and Resettlement Compensation under Part 2(b) of the Project	DA Deposit		
1	advance				
2					
3					
4					
5					
6					
7					
8					
		-	-	-	-

ANNEX 6.3

LETTER WITH AUTHORIZED SIGNATURES

On AO’s letterhead stationery

To: ARIS Executive Director

I hereby notify you that according to FA _____ for the purpose of control of performance of contract № _____ by object _____
_____ with Contractor _____

The below representatives are authorized for signing SAW and Withdrawal applications.

Head of Aiyl Okmotu _____

Authorized signature

AO engineer

Authorized signature

Stamp here.

Head of Aiyl Okmotu

Date

ANNEX 6.4**SAMPLE OF SUPPORTING LETTER FOR ADVANCE PAYMENT**

On AO's letterhead stationery

To: ARIS Executive Director

Aiyl Okmotu _____ of Aiyl Aimak is kindly asking you to pay to Contractor
_____ Advance fee based on the Bank Guarantee provided

under Contract № _____, at the amount of _____ KG__ tyin.

Head of Aiyl Okmotu

Name, signature

Stamp here.

ANNEX 6.5**SAMPLE OF SUPPORTING LETTER FOR PAYMENT**

On AO's letter-head stationary

To: ARIS Executive Director

Aiyl Okmotu _____ of Aiyl Aimak is kindly asking you to pay to Contractor

_____ for accomplished works based on SAW No. __ for __ to __ period, 20__, under

Contract _____, at the amount of _____ KGS _____ tyin

We are also confirming a payment to Contractor _____ AO cofinancing share at the amount of _____ KGS.

Kindly find attached a copy of confirming document.

Date

AO head

Name, signature

Stamp here

ANNEX 6.6

Invoice

"Approved by"

AO head, MP (for payment amounts of AO)/
VIP-3 Coordinator (for payment amounts of АРИС)

Date _____

Invoice No. _____ dated _____

Framework Agreement No.	XXXXXXXXXX-XX-XX
Client Works	AO, raion, oblast.
Contractor TIN No. Contract No. Contract amount Contract date Contract completion date Contractor's bank details: Bank Bank BIC Transaction account No. (KGS)	KGS
Total amount of accomplished works (accumulative): including: for the current period Advance payment: Deduction : AO cofinancing (minimum 3,75% of grant amount) Advance clearance Deduction of guarantee amount-5% Total: Amount in writing: xx	0.00 0.00
Director Senior accountant Stamp here	Name, signature Name, signature

Approved by: AO head

Name, signature

Approved by:

AO TSE or AO responsible person

Name, signature

ARIS TSE (assigned manager) (for SP)/ARIS Oblast TSE (for MP)

Name, signature

CERTIFICATE OF COMPLETION UNDER COMPONENT 2

Payment approved by:

AO head

_____ signature

" ____ " _____
Stamp
here

SAW № _____

For period: from _____ 200 to _____ 200

facility " _____ "

FA _____

Contract No. _____

Contractor _____

№	Works and expenditure under project	unit	Contract data			Actual completion					
			number	Unit cost (KGS)	Amount, KGS	Number			Amount KGS inclusive of VAT/tax		
						Preceding	For reporting period	Total accumulative	Preceding	For reporting period	Total accumulative
1	2	3	4	5	6	7	8	9	10	11	12

Agreed with:

Contractor:

Manager

AO engineers _____

signature _____

Stamp here

ARIS TSE _____

(MP) ARIS
Oblast
TSE _____

(SP) ARIS TSE

Payments made during the period from _____ to _____

Credit No.: _____

Application No.: _____

Category No.: _____

SOE No.: _____

	1	2	3	4	5	6	7	8	9	10	11	
S u p p l i	Supplier's Name	WB Contract Number in Client Connection (for Prior Review Contracts)	Type of Good or Service (CW/GO/CS/OP/TR) / Brief Description	Currency and Total Amount, and Date of Contract	Currency and Total Amount of Invoice Covered by Application	% Financed by IBRD/IDA/TF	Amount Eligible for Financing (5 x 6)	Currency and Amount Paid from Designated Account (if Applicable)	Exchange Rate	Date of Payment	Remarks	
						TOTALS						

Supporting documents for this SOE retained at _____
(location)

ANNEX 6.9**DESIGNATED ACCOUNT RECONCILIATION STATEMENT**

LOAN/CREDIT/PPF/COFINANCIER NUMBER _____

ACCOUNT NUMBER _____ WITH (BANK) _____

1. TOTAL ADVANCED BY WORLD BANK (OR COFINANCIER) \$ _____

2. LESS: TOTAL AMOUNT RECOVERED BY WORLD BANK - \$ _____

3. EQUALS PRESENT OUTSTANDING AMOUNT ADVANCED TO
THE SPECIAL ACCOUNT (NUMBER 1 LESS NUMBER 2) = \$ _____

=====

4. BALANCE OF SPECIAL ACCOUNT PER ATTACHED BANK
STATEMENT AS OF DATE _____ \$ _____5. PLUS: TOTAL AMOUNT CLAIMED IN THIS
APPLICATION NO. _____ + \$ _____ *6. PLUS: TOTAL AMOUNT WITHDRAWN AND NOT YET CLAIMED
REASON: _____ + \$ _____ *7. PLUS: AMOUNTS CLAIMED IN PREVIOUS APPLICATIONS
NOT YET CREDITED AT DATE OF BANK STATEMENTSAPPLICATION NO.AMOUNT *

SUBTOTAL OF PREVIOUS

APPLICATIONS NOT YET CREDITED + \$ _____

8. MINUS: INTEREST EARNED - \$ _____ *

9. TOTAL ADVANCE ACCOUNTED FOR (NO. 4 THROUGH NO. 9) = \$ _____

10. EXPLANATION OF ANY DIFFERENCE BETWEEN THE TOTALS APPEARING ON LINES 3 AND 9:

11. DATE: _____

SIGNATURE: _____

TITLE: _____

ANNEX 6.10

INCOME CASH ORDER (ICO)

Unified form № KO-1

Approved by Resolution of the National Statistic Committee of the Kyrgyz Republic from 04.07.03 № 4

organisation

structural subdivision

Form by ГКУД (State Classification of Management Documents)

by ОКПО(general identification code of enterprises, organizations and individual entrepreneurs)

Code

0310001

Income cash order

Document Number

Date

Debit	Credit			Sum, KGS, tyiyn	Purpose code	
	structural subdivision Code	corresponding account, subaccount	analytical accounting code			

Taken from:

cause:

Total:

Including:

application:

Fin. manager

Casshier

signature

signature

signature

signature

signature

signature

signature

signature

full name

full name

full name

full name

full name

full name

full name

full name

Name

RECEIPT

to the incoming cash order №

from " " 20__

Taken from:

Total: KGS tyiyn

Including: COM ТЫЙН

" " 20

Stamp here

signature

full name

Casshier signature

full name

ANNEX 6.11

EXPENSE CASH ORDER (ECO)

Unified form № KO-1
Approved by Resolution of the National Statistic Committee of
the Kyrgyz Republic from 04.07.03 № 4

name,	Code
structural subdivision	0310002
	23364688

Form by ГКУД
by ОКПО

Document Number	Document date
Expense cash order	00.00.20

Debit			Credit	Sum, KGS	Purpose code
structural subdivision Code	corresponding account, subaccount	analytical accounting code			

Give:

Full name

cause:

Sum :

in words

Annex:

Manager

position

signature

full name

Fin Manager

signature

full name

Получил

sum in words

signature

By

name, number, date and place of issue of the document

identity of the recipient

Cashier

signature

full name

ANNEX 6.12**TRAVEL PERMIT****TRAVEL PERMIT**

Issued to _____

(Full name, position)

Stamp of organisation

Traveled to the _____

(destination, name of enterprises, associations, institutions, organizations)

Term of the trip « ____ » days.

Purpose of business trip _____

Corse: Order № _____ of « ____ » _____ 2016

Really upon presentation of the passport.

Stamp here.

Signature of the manager _____

Notes on retirement on a business trip, arrival at and departure from destination points:

Dropped out _____ Arrived in _____

« ____ » _____ 20

« ____ » _____ 20

Signature

Signature

Stamp here

Stamp here

Dropped out _____ Arrived in _____

« ____ » _____ 20

« ____ » _____ 20

Signature

Signature

Stamp here

Stamp here

Dropped out _____ Arrived in _____

« ____ » _____ 20

« ____ » _____ 20

Signature

Signature

Stamp here

Stamp here

ANNEX 6.13**FORM OF THE ADVANCE REPORT**

Organization	FM KR/ARIS/VIP-3		standard form № 286	
Department	position	posting №	date	
Name	_____		Debit	Credit
			Account	account
ADVANCE REPORT № - on __. __. 20__				sum
Purpose of advance payment				
	Sum	Report verified		
The balance of the previous advance payment	0.00	Section. . . . \$ art. . . .		
(overspending)		For approval		
Received (from)		00 KGS		
1.	0.00	Accountant		
2.		00.00.20__		
Total Received	0.00 com			
		The report is confirmed in the amount:		
Spent	0,00	00 KGS 00 tyiyn		
The balance (overspending)	0.00		Accountant	
		Signature		
Annex 3 documents	See the list of documents on the back			
Date				
00.00.____				
00.00.____				
Total				00.00

Signature of accountable person

ANNEX 6.14**CONTRACT FOR THE PROVISION OF TRANSPORTATION SERVICES****Contract for the provision of transportation services**

This agreement (hereinafter referred to as the contract) was drawn up on "____" _____ 20____

First party: Customer

The customer is located at:

Second party: Contractor

Contractor _____

Date of birth _____ TIN _____

Passport ID: _____ Authority issued _____ date of issue _____

Patent Series _____ № _____, issued _____

for a period of _____

Living at: _____

Area of registration _____

Agreement conditions.

1. The Contractor undertakes to _____
2. The Contractor also assumes all obligations for the payment of taxes and deductions to the Social Fund and other mandatory contributions in accordance with the current legislation in the Kyrgyz Republic.
3. The customer undertakes to pay after the completion of the work

Customer _____

Contractor _____

Signature _____

Signature _____

The act of the executed works (services).

Date _____ c. _____

The driver of vehicles is state № _____ according to the contract for the period
from _____ by _____ was following services:

On the route sheet is passed _____ km;

The work was accepted:

Work passed:

A receipt for the money.

I, _____ the driver of a car state. № _____, really received «____» _____
from _____

_____ KGS for services rendered according to the act of work
performed «____» _____

ANNEX 6.15

WAYBILL

МИНИСТЕРСТВО ВНЕШНЕЙ ТОРГОВЛИ
МИНИСТЕРСТВО ПРОМЫШЛЕННОСТИ И ТРАНСПОРТА
Организация: **ИИИ-02310200310203**
Агентство автотранса и дорожных работ
СРОЧНОСТЬ ВЪЕЗДА В РАЙОН

Типовая междуведомственная форма №3
Код по ОКУД: **0305003 3**

ПУТЕВОЙ ЛИСТ ЛЕГКОВОГО АВТОМОБИЛЯ № _____

Марка автомобиля _____

Номерной знак _____

Водитель _____

В распоряжение _____

Адрес подачи _____

Время выезда из гаража час., мин. _____

Время возвращения в гараж час., мин. _____

Опоздания, простои в пути, заезды в гараж и прочие отметки _____

Автомобиль технически исправен _____

Показания спидометра, км. _____

Выезд разрешаю **Механик** _____

Автомобиль в технически исправном состоянии принял _____

Водитель _____

Горючее _____

Движение горючего _____

Выдано по заправочному листу № _____

Остаток при выезде _____

при возвращении _____

Расход: по норме _____

фактический _____

Экономия _____

Перерасход _____

Автомобиль принят: _____

Показания спидометра при возвращении в гараж _____

Механик _____

ANNEX 6.16**ROUTE SHEET**

Route sheet for the period from _____ 20____

Driver: Name _____

The brand of the car: _____, state. number _____

Reading speedometer _____ 20____ .

Date	Time		FULL NAME	Purpose of trip	Indication km		Signature	
	from	to			before	after	the passenger	Responsible

Speedometer reading _____ 20____ r.

ANNEX 6.17

LIST OF PARTICIPANTS

TOPIC OF TRAINING: _____

DATE: _____

LOCATION: _____

You must sign this sheet yourself, no-one can sign twice.

[illegible]

ANNEX 6.18**STATEMENT OF DELIVERY OF HANDOUTS, OR STATIONERY**

TOPIC OF TRAINING: _____

DATE: _____

LOCATION: _____

№	FULL NAME.	Organization, position	Name of stationery		signature
			-----	-----	

Issued: Name Position

ANNEX 6.19**ACT WRITE-OFF OF OFFICE SUPPLIES**

« ____ » _____ 20__ year

We, the undersigned, are members of the training committee

made this act of write-off of office supplies in the fact that the following office supplies were used for the training:

_____.

In what we subscribe: _____
