

**STANDARD PROCUREMENT
DOCUMENT**

**Procurement of Works
(Design and Build)**

One-Stage Two-Envelopes Process

Caribbean Development Bank

April 2024

Foreword

This Standard Bidding Document (SBD) for the “Procurement of Works (Design and Build) One-Stage Process” has been prepared by the Caribbean Development Bank (CDB) to be used for the procurement of contractor design and build works through International Competitive Bidding (ICB) on projects that are financed in whole or in part by CDB.

If it has been determined that a two-stage process would be more appropriate, then the corresponding SBD for a two-stage process should be applied. Both SBDs assume that prequalification has been carried out, which should normally be the case for an ICB Works (Design and Build) selection method. If specific circumstances do not require the need for prequalification, then the relevant provisions of these SBDs should be modified accordingly.

This SBD for the Procurement of Works (Design and Build) One-Stage Process is based on the Master Bidding Document for the Procurement of Works (Design and Build) One-Stage Process, prepared by the Multilateral Development Banks and International Financing Institutions. This SBD reflect the structure and the provisions of the aforementioned Master Bidding Documents, except where specific considerations within CDB have required a change.

If the user has questions regarding the use of this SBD, the appropriate Bank official should be consulted.

To obtain further information on procurement under CDB-financed projects, contact:

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Preface

This Standard Bidding Document for the “Procurement of Works (Design and Build) One-Stage Process” has been prepared by the Caribbean Development Bank and is consistent with CDB’s Procurement Policy for Projects Financed by CDB and the Procurement Procedures for Projects Financed by CDB (November 2019) or the Procurement Procedures for Projects Financed by CDB (January, 2021).

Note to Client: This document accommodates the integrity requirements to reflect the provisions of either the Procurement Procedures for Projects Financed by CDB (November 2019) or the Procurement Procedures for Projects Financed by CDB (January, 2021), as appropriate. Advisory text guides the Client in finalising the relevant text in the following sections:

- Section I. Instructions to Bidders: sub-clause 4.6;
- Section II. Bid Data Sheet (BDS): sub-clause: 4.6;
- Section IV. Bidding forms: Letter Bid – Technical Part and Letter of Bid – Financial Part;
- Section VI. Prohibited Practices and Other Integrity Related Matters: point b) (iii); and
- Section IX. Particular Conditions of Contract, point b) (iii) of Appendix A, Prohibited Practices and Other Integrity Related Matters

Summary Description

PART 1 – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This Section provides relevant information to help prequalified Bidders prepare their Bids. It is based on a one-stage Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bid Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding document; and
- (b) the best evaluated Bid i.e. the highest scoring Bid, in the combined technical and financial evaluation.

Section IV: Bidding Forms

This Section includes the forms that are to be completed and submitted by the Bidder as part of its Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Prohibited Practices and Other Integrity Related Matters

This Section includes the provisions which apply to Prohibited Practices and other integrity related matters under this Bidding process.

PART 2 – WORKS’ REQUIREMENTS

Section VII. Employer’s Requirements and Supplementary Information

This section specifies the purpose, scope, and/or design and/or other technical criteria for the Works and sets out a description of the functional and/or performance specification of the Works to be designed and constructed. It includes specifications for materials, plant and supplies to be provided, and workmanship. The Employer’s Requirements also include the environmental, social, health and safety (ESHS) requirements (including requirements relating to Sexual and Gender Based Violence (SGBV)) which are to be satisfied by the Contractor in designing and executing the works.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions (GC)

This Section references the General Conditions of Contract (GC) to be applied under the resulting contract(s). **The GC shall not be modified.**

Section IX. Particular Conditions (PC)

This Section contains CDB’s standard Particular Conditions of Contract (PC), which includes Appendix A – Prohibited Practices and Other Integrity Related Matters; and Appendix B – Environmental, Social, Health and Safety (ESHS) Reporting Metrics for Progress Reports. The contents of this Section supplement the GC.

Section X: Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Bidding Document For Procurement of Works (Design and Build)

One-Stage Two-Envelopes Process

Procurement of:

Issued on:

ICB No:

Project:

Employer:

Country:

Standard Bidding Document

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PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)
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Section I. Instructions to Bidders (ITB)	
A. General	
1. Scope of Bid	<p>1.1 The Employer, as indicated in the Bid Data Sheet (BDS), issues this Bidding Document for the procurement of Works as specified in Section VII, Employer’s Requirements. The name, identification, and number of lots (contracts) are provided in the BDS.</p>
	<p>1.2 Unless otherwise stated, throughout this Bidding Document:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; (c) “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Recipient. It excludes the Recipient’s official public holidays; (d) the term “ESHS” means environmental, social, health and safety (including Sexual and Gender Based Violence (SGBV)); (e) the term “SGBV” means Sexual and Gender Based Violence, as defined and explained in Appendix B to the Particular Conditions; (f) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”; and (g) words and expressions shall have the meanings and/or definitions as are respectively assigned to them within this Bidding Document, including in the Conditions of Contract.

2. Source of Funds	2.1 The Recipient of CDB Financing indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Caribbean Development Bank (hereinafter called “CDB”) toward the cost of the project named in the BDS . The Recipient intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document are issued.
	2.2 Payments by CDB will be made only at the request of the Recipient and will be subject, in all respects, to the terms and conditions of the financing agreement between the Recipient and CDB (hereinafter called the Financing Agreement). The Financing Agreement prohibits a withdrawal from the grant or loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the Financing Agreement or have any claim to the proceeds of the financing.
3. Prohibited Practices and Other Integrity Related Matters	3.1 CDB requires compliance with CDB’s policy on Prohibited Practices and Other Integrity Related Matters, as set forth in Section VI, Prohibited Practices and Other Integrity Related Matters. 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit CDB to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, Bid submission (in case prequalified), Bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by CDB.
4. Eligible Bidders	4.1 Bidders shall meet the eligibility criteria as per this ITB and Section V.
	4.2 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution, subject to ITB 4.9, or any combination of them in the form of a Joint Venture (JV) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a joint venture, all partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the

	<p>authority to conduct all business for and on behalf of any and all the partners of the JV during the Bidding process and during contract execution (in the event the JV is awarded the Contract). Unless specified in the BDS, there is no limit on the number of partners in a JV.</p>
	<p>4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.</p>
	<p>4.4 Bidders or joint venture partners shall have the nationality of an eligible country as detailed in Section V and shall comply with the following:</p> <ul style="list-style-type: none"> (a) be legally constituted, incorporated or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an eligible country; (b) be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and (c) shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e. more than fifty (50) percent of the value of the contract, will accrue or be paid to sub-contractors or sub-consultants that are not from an Eligible Country.
	<p>4.5 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

	<ul style="list-style-type: none"> (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Recipient as Engineer for the Contract implementation; or (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or (h) has a close business or family relationship with a professional staff of the Recipient (or of the project implementing agency, or of a beneficiary of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the Bidding Document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to CDB throughout the Bidding process and execution of the Contract.
	<p>4.6 A Bidder that has been suspended or sanctioned by CDB <i>[Note to client: if project is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), please include</i></p>

	<p><i>the following text]</i> or against whom an MDB Debarment¹ or MDB Cross-Debarment² has been imposed, subject to the provisions of Section VI, shall be ineligible to Bid for or be awarded a CDB-financed contract or benefit from a CDB-financed contract, financially or otherwise, during such period of time as CDB shall have determined <i>[Note to client: if Project is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), please include the following text]</i> or an MDB Debarment or Cross-Debarment is in effect. The list of debarred firms and individuals is available at the electronic address specified in the BDS.</p>
	<p>4.7 A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless CDB, at the Recipient’s request, is satisfied that the debarment; (a) relates to Prohibited Practices, as defined in Section VI, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.</p> <p>4.8 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid–Security or Bid-Securing Declaration.</p>
	<p>4.9 Bidders that are state-owned enterprise or institutions from an eligible country, as pursuant to Section V, may be eligible to Bid and be awarded a Contract(s) only if they can establish, in a manner acceptable to CDB, that they:</p> <ul style="list-style-type: none"> (a) are legally and financially autonomous. “Legally autonomous” means a legal entity separate from the eligible country’s government. “Financially autonomous” means not receiving budget support from any public entity, and not being obliged to pass financial surplus to the same, except through dividends to shareholders; (b) operate under commercial law - Being vested with legal rights and liabilities similar to any commercial enterprise, including, being incorporated or established by statutory charter under local law; having the right:

¹ A debarment imposed and announced publicly, on their official website, by at least one MDB which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions in accordance solely with its internal sanctions policies and procedures.

² A debarment imposed and announced publicly pursuant to the provisions for mutual recognition and enforcement under the Agreement on Mutual Enforcement of Debarment Decisions.

	<ul style="list-style-type: none"> (i) to enter into legally binding contracts; (ii) to sue (iii) to be sued; and (iv) to borrow money, being liable for the repayment of debts and being able to be declared bankrupt.
	<p>4.10 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Recipient's Country prohibits commercial relations with that country, provided that CDB is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Recipient, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.10 (a) above by any country may be applied to that procurement across other countries involved, if CDB and the Recipients involved in the procurement agree.</p> <p>4.11 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>4.12 This Bidding is open only to prequalified Bidders.</p>
5. Eligible Goods and Related Services	<p>5.1 The materials, equipment and services to be supplied under the Contract and financed by CDB may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.</p>
B. Contents of the Bidding Document	
6. Sections of the Bidding Document	<p>6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p>
PART 1 Bidding Procedures	

	<p>Section I – Instructions to Bidders (ITB) Section II – Bid Data Sheet (BDS) Section III – Evaluation and Qualification Criteria Section IV – Bidding Forms Section V – Eligible Countries Section VI – Prohibited Practices and Other Integrity Related Matters</p> <p>PART 2 Employer’s Requirements and Supplementary Information Section VII – Employer’s Requirements and Supplementary Information</p> <p>PART 3 Conditions of Contract and Contract Forms Section VIII – General Conditions (GC) Section IX – Particular Conditions (PC) Section X – Contract Forms</p>
	<p>6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.</p> <p>6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.</p>
	<p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its Bid all information or documentation as is required by the Bidding Document.</p>

<p>7. Clarification of the Bidding Document, Site Visit, Pre-Bid Meeting</p>	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise its enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than the date specified in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Document, the Employer shall amend the Bidding Document following the procedure under ITB 8.</p>
	<p>7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and to obtain for itself on its own responsibility all necessary information as to risks, contingencies and other circumstances which may influence or affect the Bid or Works. To the same extent, the Bidder shall be deemed to have inspected and examined the Site, its surroundings, the data made available to it by the Employer (if any) and other available information, and to have been satisfied before submitting its Bid as to all relevant matters (without limitation) that may be necessary for preparing the Bid and entering into a contract for the design, execution and completion of the Works and the remedying of any defects, and, if required under the Bid/Contract, operate or supervise the operation of the Works. The costs of visiting the Site, obtaining information and undertaking similar activities shall be at the Bidder’s own expense.</p>
	<p>7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p>
	<p>7.4 The Bidder’s designated representative is invited to attend a pre-bid meeting and/or a Site of Works visit, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>

	<p>7.5 The Bidder is requested to submit any questions in writing. Questions should reach the Employer not later than one week before the meeting.</p>
	<p>7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.</p>
	<p>7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
<p>8. Amendment of the Bidding Document</p>	<p>8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.</p>
	<p>8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. An Addendum or any Addenda that amend, including by way of being a supplement to, the documents forming the Contract shall be incorporated into the Contract.</p>
	<p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 22.2.</p>

9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
10. Contacting the Employer	<p>10.1 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.</p> <p>10.2 In accordance with ITB 26, if a Bidder tries to directly influence the Employer or otherwise interfere in the Bid evaluation process and the Contract award decision, its Bid may be rejected.</p>
11. Language of Bids	11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS , in which case, for purposes of interpretation of the Bid, such translation shall govern.
C. Preparation of Bids	
12. Document Comprising the Bid	12.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (single-stage, two-envelopes Bidding process). One envelope shall contain only information relating to the Technical Part and the other only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Bid”.
	<p>12.2 The Technical Part submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid - Technical Part, prepared in accordance with ITB 13; (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 18;

	<ul style="list-style-type: none"> (c) Alternative Bid - Technical Part, if permissible in accordance with ITB 14; (d) Authoriation: written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB 20.1; (e) Bidder Eligibility: documentary evidence in accordance with ITB 17 affirming the Bidder’s continued eligibility and qualified status to perform the contract if its Bid is accepted; (f) the Contractor’s Proposal, a time programme, qualification forms and any other forms and information as stipulated in Section IV, Bid Forms – Technical Part; (g) in the case of a Bid submitted by a JV, (i) the ‘Bidder Information Forms’ and other information required by those forms and/or under ITB 4 relating to a JV, (ii) a copy of the signed Joint Venture Agreement entered into by all partners or, alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement, and (iii) clear identification on the relevant Technical Bid Form included in Section IV, Bid Forms – Technical Part as to which JV partner will execute/undertake and/or be responsible for which part of the Works; and (h) any other document required in the BDS.
	<p>12.3 The Financial Part submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid - Financial Part: prepared in accordance with ITB 13 and which includes the Appendix to Bid; (b) Price Schedules: completed and/or prepared in accordance with ITB 15 and ITB 16; (c) Alternative Bid – Financial Part: if permissible in accordance with ITB 14; and (d) any other document required in the BDS.

	<p>12.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.</p>
<p>13. Letter of Bid and Schedules</p>	<p>13.1 The Bidder shall complete the Letter of Bid – Technical Part and Letter of Bid - Financial Part using the relevant forms furnished in Section IV, Bid Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. Additional letters (including comments or statements in any cover letter or the like accompanying the Bid) that may be construed as amendments to the Letters of Bid shall not be included in the submission and, if they are, they will either not be accepted or may result in the bid being declared non-responsive.</p>
<p>14. Alternative Bids</p>	<p>14.1 If permitted in the BDS, a Bidder wishing to offer an alternative Bid shall:</p> <ul style="list-style-type: none"> (a) document that the proposed alternative is to the benefit of the Employer, that it fulfills the purpose of the Works as defined in and/or can be determined from the Conditions of Contract, the Employer’s Requirements and other relevant documents that will form the Contract, and that it meets the performance and technical criteria specified in the Bidding Documents; and (b) provide all information necessary to enable a complete technical evaluation of the alternative by the Employer, including, drawings, design calculations, additional technical specifications (if required), proposed construction methodology and all other relevant details; and (c) provide all information necessary to enable a complete financial evaluation of the alternative by the Employer, including breakdown of prices relevant to the offered technical alternative and in the manner and detail called for in the Schedule of Rates and Prices (if any) included in Section IV – Bid Forms.

	<p>14.2 Only the alternative Bid(s), if any, of the Bidder with the Most Advantageous Bid shall be considered by the Employer.</p>
<p>15. Bid Prices and Discount</p>	<p>15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules submitted in the Financial Part of a Bid shall conform to the requirements specified below.</p> <p>15.2 The Bid price shall be a lump sum for the design, execution and completion of the Works and remedying of any defects therein, in conformity with the Bid document. The Bidder shall fill in prices for all items of the Works described in the Price Schedules/Schedules of Payment. Items against which no price is entered by the Bidder shall be deemed covered by the prices for other items in the Price Schedules/Schedule of Payments and will not be paid for separately by the Employer. Pricing of the items listed in the Price Schedules/Schedule of Payments shall be based on the Bidders design and the Bidders may extend or amend the listed items to the extent permitted by the Bid document.</p> <p>15.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 13.1, shall be the total price of the Bid, excluding any discounts offered.</p> <p>15.4 The Bidder shall quote any conditional and/or unconditional discounts (as defined in ITB 15.6) and indicate the methodology for their application in the Letter of Bid – Financial Part, in accordance with ITB 13.1.</p>
	<p>15.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the tables of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.</p> <p>15.6 If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages), Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 15.4, provided the Bids for all lots (contracts) are submitted and opened at the same time.</p>

	<p>15.7 Unless otherwise specified in the BDS and Letter of Bid – Financial Part, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.</p>
<p>16. Currencies of Bid and Payments</p>	<p>16.1 The currency (ies) of the Bid and the currency(ies) of payments shall be the same and shall be as specified in the BDS.</p> <p>16.2 Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the Schedule of Priced Activities and Sub-activities Schedules and shown in the Table of Adjustment Data in the Appendix to the Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.</p>
<p>17. Documents Affirming the Qualifications of the Bidder</p>	<p>17.1 In accordance with Section III, Evaluation and Qualification Criteria, to affirm that the Bidder continues to meet the qualification criteria used at the time of prequalification, the Bidder shall provide updated information on any assessed aspect that changed from that time.</p>
	<p>17.2 If a regional margin of preference applies in accordance with ITB 39.1, regional Bidders, individually or in joint ventures, applying for eligibility for regional preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 39.1.</p> <p>17.3 Any change in the structure or formation of a Bidder after being prequalified and invited to submit a Bid (including, in the case of a JV, any change in the structure or formation of any member and any change in any Specialised Subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Documents; (iii) no longer continues to be in the list of prequalified Bidders as a result of the Employer’s re-evaluation of the Application in accordance with criteria specified in the Prequalification Documents; or (iv) in the opinion of the Employer, the change may</p>

	<p>result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the Notice of Invitation for Bids.</p>
<p>18. Bid Security</p>	<p>18.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified in the BDS, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS.</p> <p>18.2 A Bid-Securing Declaration shall use the form included in Section IV, Bid Forms.</p> <p>18.3 If a Bid Security is specified pursuant to ITB 18.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> (a) an unconditional guarantee issued by a bank or a non-bank financial institution (such as an insurance, bonding or surety company); (b) an irrevocable letter of credit; (c) a cashier's or certified check; or (d) another security indicated in the BDS, from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required.
	<p>18.4 In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bid Forms or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.</p> <p>18.5 If a Bid Security or a Bid-Securing Declaration is specified pursuant to ITB 18.1, any Bid not accompanied by a substantially</p>

	<p>responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.</p> <p>18.6 If a Bid Security is specified in accordance with ITB 18.1, the Bid Security of the Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security pursuant to ITB 53.</p> <p>18.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:</p> <ul style="list-style-type: none"> (a) if a Bidder does not accept changes to their Bid price resulting from the correction of arithmetical errors that have been corrected in accordance with ITB 37.2; or (b) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or (c) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 52; or (ii) furnish a Performance Security, in accordance with ITB 53.
	<p>18.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Bids, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.2 and 12.2.</p> <p>18.9 If a Bid Security is not required in the BDS, and:</p> <ul style="list-style-type: none"> (a) if a Bidder does not accept changes to their Bid price resulting from the correction of arithmetical errors that have been corrected in accordance with ITB 37.2; or (b) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or (c) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 52; or

	<p>(ii) furnish a Performance Security, in accordance with ITB 53,</p> <p>the Employer may, if provided for in the BDS, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time as stated in the BDS.</p>
<p>19. Period of Validity of Bid</p>	<p>19.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22. A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 18, the Bidder granting the request shall also extend the Bid Security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security or having its Bid Securing Declaration invoked. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.</p>
	<p>19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"> (a) In the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS; or (b) In the case of adjustable price contracts, no adjustment shall be made; but (c) In any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

<p>20. Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 14, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>20.2 Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.</p> <p>20.4 In case the Bidder is a JV, the Bid shall be signed by an authorised representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives.</p> <p>20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.</p>
<p>D. Submission and Opening of Bids</p>	
<p>21. Submission, Sealing and Marking of Bids</p>	<p>21.1 Unless the BDS states that Bids are to be submitted electronically the following procedures shall apply.</p>
	<p>(a) The Bidder shall deliver the Bid in two separate, sealed envelopes. One envelope containing the Technical Part and the other the Financial Part. These two envelopes shall be enclosed in a sealed outer envelope and clearly marked “Bid - Original”.</p>

	<p>(b) In addition, the Bidder shall prepare copies of the Bid, in the number specified in the BDS for ITB 20.1. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Financial Part”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “Bid - Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>(c) If alternative Bids are permitted in accordance with ITB 14, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “Alternative Bid – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Bid – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Bid – Original”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “Alternative Bid – Copies of Technical Part”, and “Alternative Bid – Copies of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Bid - Copies”</p>
	<p>21.2 The inner and outer envelopes shall:</p> <p>(a) bear the name and address of Bidder;</p> <p>(b) be addressed to the Employer, at the address given in the BDS for ITB 22.1; and</p> <p>(c) bear the Contract(s) name, the Invitation for Bids title and number, as specified in the BDS for ITB 1.1, and the statement “Do Not Open Before [<i>time and date</i>],” to be completed with the time and date specified in the BDS for ITB 22.</p> <p>21.3 If the outer and/or inner envelopes is/are not sealed and marked as required by ITB 21.1 and ITB 21.2, the Employer will assume no responsibility for the Bid’s misplacement or premature opening.</p>

<p>22. Deadline for Submission of Bids</p>	<p>22.1 Bids must be received by the Employer at the address specified, and no later than the time and date specified, in the BDS. Bidders have the option of submitting their Bids electronically if specified in the BDS.</p> <p>22.2 The Employer may, at its discretion, extend the deadline for submission of Bids by amending the Bidding Document in accordance with ITB 8.3, in which case all rights and obligations of the Employer and Bidders will thereafter be subject to the deadline as extended.</p>
<p>23. Late Bids</p>	<p>23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p>24. Withdrawal, Substitution, and Modification of Bids</p>	<p>24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorised representative, including a copy of the authorisation in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Bid - Withdrawal”, “Bid - Substitution” or “(Technical Part and/or Financial Part) - Modification;” and (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22. <p>24.2 Bids, for which withdrawal notices complying with the requirements of ITB 24.1 are received, shall be returned unopened to the Bidders.</p> <p>24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p>

E. Opening of Technical Parts of Bids	
25. Opening of Technical Part of Bids	<p>25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS.</p>
	<p>25.2 First, the envelopes marked “Withdrawal” shall be opened and the written notice of withdrawal read out, and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Bid opening.</p> <p>25.3 Alternative Bids shall be opened and the name(s) of the Bidder(s) submitting alternatives shall be read out and the Alternative Bids put to one side.</p> <p>25.4 Next, envelopes marked “Substitution” shall be opened and the written notice of substitution read out. The substitute Bid shall be exchanged with the corresponding Bid. The substituted Bid shall not be opened but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Bid opening.</p>
	<p>25.5 Next, envelopes marked “Modification – Technical Part” shall be opened and the written notice of modification read out with the corresponding Technical Part of the Bid. On opening the Modification – Technical Part envelopes, the Employer shall also read out:</p> <ul style="list-style-type: none"> (a) the name of the Bidder, (b) the presence or absence of a Bid security or a Bid-Securing Declaration, and (c) other details as the Employer, at its sole discretion, may consider appropriate.

25.6 No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Bid opening.

25.7 Next, all remaining envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Financial Part” shall remain sealed and kept by the Employer in safe custody until they are opened, in accordance with ITB 34 or ITB 35, following the evaluation of the Technical Part of the Bids. On opening the Technical Part envelopes, the Employer shall read out the same details as those required to be read out under ITB 25.5.

25.8 The Letter of Bid – Technical Part, the Bid Security or Bid Securing Declaration (if/as required) and the separate sealed envelope marked “Financial Part” shall be initialled by representatives of the Employer attending the Bid opening, in the manner **indicated in the BDS**.

25.9 At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.10 The Employer shall prepare a record of the Bid opening procedure that shall include, as a minimum: the name of the Bidder and whether there is:

- (a) a withdrawal, alternative, substitution, or modification;
- (b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”;
- (c) the presence or absence of a Bid Security or Bid-Securing Declaration.

25.11 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders that met the deadline for submitting bids.

25.12 Only Bids and Alternative Bids that are opened and read out at Bid opening shall be considered further for evaluation.

F. Evaluation Bids – General Provisions	
26. Confidentiality	26.1 Information relating to the evaluation of the Technical Part of Bids shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part has been communicated to all Bidders in accordance with ITB 33.
	26.2 Information relating to the evaluation of the Financial Part and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to Award the Contract, where a standstill period applies, is transmitted to all Bidders in accordance with ITB 48. Where a standstill period does not apply information relating to the evaluation of the Financial Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notice of Contract Award is published in accordance with ITB 50.
	26.3 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
	26.4 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
27. Clarification of Bids	27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing.
	27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

<p>28. Deviations, Reservations, and Omissions</p>	<p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) “Deviation” is a departure from the requirements specified in the Bidding document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
	<p>28.2 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.</p>
<p>G. Evaluation of Technical Part of Bids</p>	
<p>29. Determination of Responsiveness of Technical Part</p>	<p>29.1 The Employer will examine the Technical Part of a Bid to determine whether they are complete, have been properly signed, and are generally in order.</p>
	<p>29.2 The Employer’s determination of a Technical Part’s substantial responsiveness is to be based on the contents of the Bid itself. For purposes of this determination, a substantially responsive Bid is one that materially conforms to the requirements of the Bidding Document without material deviation, reservation, or omission and that achieves the minimum technical score, if any, specified in the BDS. A material deviation, reservation, or omission is one that:</p>

	<p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>29.3 Provided that a Technical Part is substantially responsive, the Employer may waive any nonmaterial nonconformity in the Bid.</p> <p>29.4 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
30.Contractors	<p>30.1 If the Employer intends that the Contractor shall employ a “nominated Subcontractor” or Subcontractors, as defined in Sub-Clause 4.5 of the Conditions of Contract, to execute a part or parts of the Works or as a supplier or suppliers of Plant and/or Materials or to supply services:</p>
	<p>(a) these shall be stated in the BDS; and</p> <p>(b) a description of the part or parts of the Works to be executed, Plant and/or Materials to be supplied or services to be supplied (as the case may be) that are the subject of the nomination shall be described in the Specification and/or relevant Schedule(s) and the corresponding amount or amounts shall be included in the Price Schedule(s) as a Provisional Sum.</p>

30.2 The following restrictions and requirements shall apply to Bidders intending to enter into subcontracts.

(a) Bidders

- (i) shall not propose subcontract Works (including subcontract(s) for part or parts of the Works and for suppliers of Plant, Materials and services) with a total accumulated value greater than the percentage of the Bid price **specified in the BDS**;
- (ii) planning to enter into a subcontract(s) for a part or parts of the Works and/or enter into a subcontract(s) for the supply of Plant and/or Materials and/or the supply of services with a value greater than the percentage of the Bid price **specified in the BDS** shall complete the relevant Bidding Forms in Section IV.

(The Bidders' attention is also drawn to Conditions of Contract Sub-Clause 4.4, which shall prevail upon award of the Contract.)

- (b) Subcontractors proposed by the Bidder shall be fully qualified and experienced to undertake the work, supply the Plant and/or Materials or supply the services for which they will be subcontracted.

30.3 A Subcontractor's qualifications and experience shall not be used by the Bidder to qualify for the Works unless the Employer designated specialised parts of the Works in the prequalification document for which a Bidder could use such a Subcontractor or Subcontractors' qualifications and experience, as further **specified in the BDS**. Such a Subcontractor is referred to herein as a 'Specialised Subcontractor'. In such a case, the qualifications of a Specialised Subcontractor proposed by the Bidder may be added to the qualifications of the Bidder. However, in the event of any change of Specialised Subcontractor from that submitted with the Bidder's Prequalification Document, the Bidder's attention is drawn to ITB 17.3 of Section I Instruction to Applicants of the Prequalification Document for Procurement of Works. The Bidder shall complete the relevant Bidding Forms in Section IV for any Specialised Subcontractor(s) proposed by the Bidder.

<p>31. Evaluation of Technical Bids</p>	<p>31.1 The Employer’s evaluation of the Technical Part of Bids will be carried out as specified in Section III, Evaluation and Qualification Criteria.</p> <p>31.2 The scores to be given to technical factors and sub factors, if any, are specified in the BDS.</p>
<p>32. Evaluation of Bidder’s Qualifications</p>	<p>32.1 The Employer shall ascertain to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with ITB 12.2 (e), and Section III - Evaluation and Qualification Criteria the Bidder continues to be qualified to satisfactorily perform the Contract.</p> <p>32.2 Only Bids that are both substantially responsive to the Bidding document and are qualified shall have their envelopes marked “FINANCIAL PART” opened at the second public opening.</p>
<p>33. Notification of Evaluation of Technical Parts</p>	<p>33.1 Following the completion of the evaluation of the Technical Parts of Bids, the Employer shall make the following notifications:</p> <ul style="list-style-type: none"> (a) Notify in writing those Bidders whose Bids were considered not to be substantially responsive to the requirements in the Bidding document, advising them of the following information: <ul style="list-style-type: none"> (i) the grounds on which their Technical Part has been considered not to be substantially responsive; and (ii) their envelope marked “Financial Part” will be returned to them unopened after the completion of the Bid evaluation process and the signing of the Contract;
	<ul style="list-style-type: none"> (b) simultaneously, notify in writing those Bidders whose Bids were considered substantially responsive to the requirements in the Bidding document, advising them that their Bid has been evaluated as substantially responsive to the Bidding document; and (c) notify all Bidders in accordance with the one of following two options:

	<p>(i) <u>Option 1</u>: when price negotiations are not to be applied, the date, time and location of the public opening of the envelopes marked ‘Financial Part’, or;</p> <p>(ii) <u>Option 2</u>: when negotiations apply as specified in ITB 45 that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a Probity Assurance Provider (Probity Auditor) appointed by the Employer, and that (ii) the announcement of the names of the Bidders whose Financial Parts will be opened and the total Bid prices will be deferred to the time that the Notification of Intention to Award the contract is issued, where a standstill period applies, or the time of the publication of the Notice of Contract Award where a standstill period does not apply.</p>
<p>H. Opening of Financial Parts</p>	
<p>34. Public Opening of Financial Parts when Price Negotiations do not apply</p>	<p>34.1 When, as specified in the BDS for ITB 45.1, price negotiations do not apply, the Bidders whose Bids were responsive and met the qualification and evaluation criteria will have their envelopes marked “Financial Part” opened in public by the Employer in the presence of Bidders, or their designated representatives, and anyone else who chooses to attend.</p>
	<p>34.2 Prior to inspecting and opening the envelopes marked “Financial Part”, the Employer shall read out the name of each Bidder whose Bid was considered substantially responsive to the requirements in the Bidding document and their technical score. Each envelope marked “Financial Part” shall then be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Employer. Where envelopes with Financial “Substitutions” or “Modifications” were received before the deadline for the submission of Bids they shall be dealt with as those for the Technical parts detailed in ITB 25.4 and 25.5.</p>

	<p>34.3 The Employer shall read out the name of each Bidder and the total Bid price and the Total Bid Evaluation Sum³ (if applicable), per lot (contract) if applicable, including any discounts, the presence or absence of an alternative Bid (which shall only be opened and evaluated for the Bidder with the Most Advantageous Bid), and any other details as the Employer may consider appropriate.</p> <p>34.4 Only discounts read out at the public opening shall be considered for evaluation. Each page of the Letter of Bid - Financial Part and of the Price Schedules is to be initialed by representatives of the Employer attending the public opening in the manner specified in the BDS.</p> <p>34.5 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “Financial Part”.</p>
	<p>34.6 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:</p> <p>(a) the name of the Bidders whose Financial Part was opened and each Bid’s technical score;</p>
	<p>(b) the Bid prices and the Total Bid Evaluation Sum (if applicable), per lot (contract) if applicable, including any discounts; and</p> <p>(c) if applicable, the presence of any “Alternative Bid – Financial Part”.</p>
	<p>34.7 The Bidders whose envelopes marked “Financial Part” have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>

³ Where, applicable, the ‘Total Bid Evaluation Sum’ is the amount entered by the Bidder on the “Schedule of Bid Evaluation Sum” in the price schedules.

<p>35. Opening of Financial parts when Price Negotiations do not apply</p>	<p>35.1 When, as specified in the BDS for ITB 45.1, price negotiations apply, the Financial Parts will not be opened in public. Instead, the Bidders whose Bids were responsive and met the qualification and evaluation criteria will have their envelopes marked “Financial Part” opened in the presence of a Probity Assurance Provider appointed by the Employer.</p> <p>35.2 Prior to inspecting and opening the envelopes marked “Financial Part”, the Employer shall record the name of each Bidder whose Bid was considered substantially responsive to the requirements in the Bidding document and their technical score. Each envelope marked “Financial Part” shall then be inspected to confirm that it had remained sealed and unopened. These envelopes shall then be opened by the Employer.</p>
	<p>35.3 The Employer shall record the name of each Bidder and the total Bid price and the Total Bid Evaluation Sum (if applicable), per lot (contract) if applicable, including any discounts, the presence or absence of an alternative Bid (which shall only be evaluated for the Bidder with the Most Advantageous Bid), and any other details as the Employer may consider appropriate.</p> <p>35.4 Only discounts recorded at this opening procedure shall be considered for evaluation. Each page of the Letter of Bid - Financial Part and of the Price Schedules is to be initialed by representatives of the Employer attending the opening and by the Probity Assurance Provider.</p>
	<p>35.5 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> (a) the name of the Bidders whose Financial Part was opened and each Bidder’s technical score; (b) the Bid prices and the Total Bid Evaluation Sum (if applicable), per lot (contract) if applicable, including any discounts; (c) if applicable, the presence of any “Alternative Bid – Financial Part”; and (d) the Probity Assurance Provider’s report of the opening of the Financial Part.

	<p>35.6 The Probity Assurance Provider shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record of the opening shall be kept in safe custody by the Employer and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract or the publication of the Notice of Contract Award, depending on whether a standstill period applies.</p>
<p>I. Evaluation of Financial Part</p>	
<p>36. Nonmaterial Nonconformities</p>	<p>36.1 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid price or the Total Bid Evaluation Sum (as applicable). To this effect, the Bid price or the Total Bid Evaluation Sum (as applicable) shall be adjusted, for comparison purposes only, to reflect the price of a non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bidders, the Employer shall use its best estimate.</p>
<p>37. Correction of Arithmetical Errors</p>	<p>37.1 Prior to determining the Most Advantageous Bid, no change in the prices of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 37.2. Thereafter, if specified in the BDS for ITB 45.1, the Employer may conduct negotiations in accordance with ITB 45.</p>
<p>38. Correction of Arithmetical Errors</p>	<p>38.1 Prior to determining the Most Advantageous Bid, no change in the prices of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 37.2. Thereafter, if specified in the BDS for ITB 45.1, the Employer may conduct negotiations in accordance with ITB 45.</p>
	<p>38.2 The Employer shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) Schedule of Priced Sub-activities: where there are errors between the total of the amounts given under the column for Sub-activity Price and the amount given under the total for the Sub-activity, the former shall prevail, and the latter will be corrected accordingly;

	<p>(b) Schedule of Priced Activities: where there are errors between the total of the amounts given under the column for the Activity Price and the amount given under the total price of Activities, the former shall prevail, and the latter will be corrected accordingly;</p> <p>(c) where there are errors between the total of the amounts in the Schedule of Priced Sub-activities and the corresponding amount in the Schedule of Priced Activities, the former shall prevail, and the latter will be corrected accordingly;</p> <p>(d) Grand Summary: where there are errors between the total price of Activities in the Schedule of Priced Activities and the amount given in Grand Summary, the former shall prevail, and the latter will be corrected accordingly; and</p> <p>(e) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) to (d) above.</p>
	<p>38.3 A Bidder shall be requested to accept changes to their Bid price resulting from the correction of arithmetical errors that have been corrected in accordance with ITB 37.2. Failure to accept the correction(s) shall result in the rejection of the Bid and the forfeiture of the Bid-Security or the application of the sanctions set out in the Bid-Securing Declaration, whichever is applicable.</p>
<p>39. Conversion to a Single Currency</p>	<p>39.1 For evaluation and comparison purposes, the currency (ies) of the Bid shall be converted into a single currency as specified in the BDS.</p>
<p>40. Margin of Preference</p>	<p>39.1 Unless otherwise specified in the BDS, a margin of preference⁴ shall not apply.</p>

⁴ An individual firm is considered a regional Bidder for purposes of the margin of preference if it is registered in a CDB borrowing member country (BMC), has more than 50 percent ownership by nationals of CDB BMCs, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to firms from outside of CDB's BMCs. JVs are considered as regional Bidders and eligible for regional preference only if the individual member firms are registered in a BMC or have more than 50 percent ownership by nationals of CDB's BMCs, and the JV shall be/is registered in a BMC. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to firms from outside of CDB's BMCs. JVs between firms who are not from CDB's BMC and BMC firms will not be eligible for regional preference.

<p>41. Evaluation of Financial Parts</p>	<p>40.1 To evaluate each Bid’s Financial Part, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) the Bid price or the Total Bid Evaluation Sum (as applicable), excluding provisional sums and the provision, if any, for contingencies in the Schedule of Priced Activities, but including Daywork items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITB 37.2; (c) price adjustment due to discounts offered in accordance with ITB 15.4; (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 36.1; (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 38.1; and (f) any additional evaluation factors indicated in the BDS and detailed in Section III, Evaluation and Qualification Criteria.
	<p>40.2 If price adjustment is allowed in accordance with ITB 15.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.</p> <p>40.3 If this Bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria.</p>
<p>42. Abnormally Low Bids</p>	<p>41.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.</p>

	41.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document.
	41.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid price, the Employer shall reject the Bid.
42 Unbalanced or Front Loaded Bids	42.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer’s opinion, seriously unbalanced (which shall include consideration of the Bid price compared to the ‘Total Bid Evaluation Sum’, where operation, operation and maintenance or life cycle costs are to be used in determination the Most Advantageous Bid) or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices or the Total Bid Evaluation Sum (as applicable) with the scope of the Works, proposed methodology, schedule and any other requirements of the Bidding Document.
	42.2 After the evaluation of the information and detailed price analyses presented by the Bidder, and notwithstanding the Employer’s rights under ITB 46.1, the Employer may: <ul style="list-style-type: none"> (a) accept the Bid, or (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the Contract Price.
J. Evaluation of Combined Technical and Financial Parts	
43 Evaluation of Combined Technical and Financial Parts	43.1 The Employer shall undertake the combined evaluation of Technical and Financial Parts of responsive Bids in accordance with Section III, Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified in the BDS . The Employer will rank the Bids based on the evaluated Bid score (B).

<p>44 Most Advantageous Bid (MAB)</p>	<p>44.1 The Most Advantageous Bid is the Bidder that meets the Qualification Criteria, and whose Bid has been determined to be:</p> <ul style="list-style-type: none"> (a) substantially responsive to the Bidding Documents; and (b) the best evaluated Bid i.e. the highest scoring Bid, in the combined technical and financial evaluation. <p>44.2 If the Bidder with the Most Advantageous Bid has submitted an alternative Bid(s), the Employer may elect to open and evaluate the alternative Bid(s). If the Employer does so elect, the opening and evaluation of the MAB's alternative Bid(s) shall be done in the presence of a Probity Assurance Provider, shall comply with the requirements of ITB 14.1 and shall be subject to the same requirements (e.g. pertaining to subcontractors and subcontracting) and follow the same procedures as were applicable to the Most Advantageous Bid, unless and to the extent that requirements and/or procedures are specifically amended for alternative bids in Section III Evaluation and qualification criteria.</p>
<p>45 Negotiation</p>	<p>45.1 If specified in the BDS, the Employer may conduct negotiations once all Bids have been evaluated and the Most Advantageous Bid has been determined, and before the final Contract award. The procedure of the negotiations will be specified in the BDS.</p> <p>45.2 Price negotiations shall be held in the presence of the Probity Assurance Provider appointed by the Employer.</p> <p>45.3 Negotiations may address any aspect of the contract so long as they do not change the purpose of the Works, as defined in and/or can be determined from the Conditions of Contract, the Employer's Requirements, and other relevant documents that will form the Contract, or the performance requirements.</p> <p>45.4 The Employer may negotiate first with the Bidder that has the Most Advantageous Bid. If the negotiations are unsuccessful the Employer may negotiate with the Bidder that has the next best Most Advantageous Bid, and so on down the list until a successful negotiated outcome is achieved.</p>

<p>46 Employer’s Right to Accept Any Bid, and to Reject Any or All Bids</p>	<p>46.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities shall be promptly returned to the Bidders.</p>
<p>47 Standstill Period</p>	<p>47.1 Where it is specified in the BDS that a standstill period applies, the Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 51. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognised by CDB, the Standstill Period shall not apply.</p>
<p>48 Notification of Intention to Award</p>	<p>48.1 Subject to ITB 47.1 specifying that a standstill period applies, the Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) the name and address of the Bidder submitting the successful Bid; (b) the Accepted Contract Amount of the successful Bid; (c) the technical score, the Bid price and Total Bid Evaluation Sum (if applicable) as read out, the Evaluated Bid Cost and the total combined score of the successful Bid;
	<ul style="list-style-type: none"> (d) the names of all Bidders who submitted Bids, their technical scores, Bid prices and the Total Bid Evaluation Sums (if applicable) as readout, and the Evaluated Bid Costs and combined scores; (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the information in c) above already reveals the reason;

	<p>(f) the expiry date of the Standstill Period; and</p> <p>(g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.</p>
<p>K. Award of Contract</p>	
<p>49 Award Criteria</p>	<p>49.1 Subject to ITB 46.1, the Employer shall award the Contract to the Bidder whose Bid has been determined to be the Most Advantageous Bid, provided that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.</p>
<p>50 Notification of Award</p>	<p>50.1 Prior to the expiration of the period of Bid validity and upon expiry of a Standstill Period, if specified in ITB 47.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the Accepted Contract Amount.</p> <p>50.2 Within two (2) weeks after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) name of each Bidder who submitted a Bid; (b) Technical Part scores, as read out/recorded at Financial Part Bid Opening; (c) Bid prices and the Total Bid Evaluation Sum (if applicable) as read out at Financial Bid opening; (d) Evaluated Bid Cost of each Bid; (e) combined Bid evaluation scores; (f) name of Bidders whose Bids were rejected and the reasons for their rejection; and (g) name of the winning Bidder, the Accepted Contract Amount, the contract duration and a summary of the scope of the contract awarded.

	<p>50.3 The Contract Award Notice shall be published on the Employer's website with free access, or, if not available, in at least one newspaper of national circulation in the Employer's country, or in the official gazette. The Contract Award Notice shall also be published by the Recipient on UNDB's website. If a probity report was prepared this should be published on the Employer's website at the same time as the publication of the Contract Award Notice and where a standstill period does not apply it shall also be sent directly to all Bidders.</p> <p>50.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract, unless the governing law of the country (or other jurisdiction) stated in the Appendix to Tender states otherwise.</p>
<p>51 Debriefing by the Employer</p>	<p>51.1 Where a standstill period is not employed, any Bidder who wishes to ascertain the grounds on which its Bid was not selected, may request an explanation from the Employer once the Contract Award Notice has been published. The Employer shall promptly provide an explanation of why such Bid was not selected. The debriefing shall not include point-by-point comparisons with another Bid(s) and information that is confidential or commercially sensitive to other Bidders.</p>
	<p>51.2 Where a standstill period is employed:</p> <p>(a) on receipt of the Employer's Notification of Intention to Award referred to in ITB 48, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline;</p>
	<p>(b) where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed,</p>

	<p>the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period; and</p>
	<p>(c) where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.</p>
	<p>51.3 The debriefings of unsuccessful Bidders referred to in ITB51.1 and ITB51.2 may be done in writing or verbally at the option of the Employer. The Bidder shall bear their own costs of attending such a debriefing meeting.</p>
<p>52 Signing of Contract</p>	<p>52.1 The Employer shall send to the successful Bidder the Letter of Acceptance/Notification of Award including the Contract Agreement and the documents listed therein, where those documents to be included under the sub-heading “any other documents forming part of the Contract” shall be:</p> <ul style="list-style-type: none"> (a) the Technical Proposal, excluding the mobilisation programme and the construction programme; and (b) any other documents specified in the BDS or that the Parties agree to include. <p>52.2 The successful Bidder shall sign, date and return to the Employer the Contract Agreement within twenty-eight (28) days of its receipt.</p>
<p>53 Performance Security</p>	<p>53.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer or, in the absence of a Letter of</p>
	<p>Acceptance, the Contract Agreement, the successful Bidder shall deliver the Performance Security in accordance with the Conditions of Contract, taking into account any necessary adjustments to the value of the Performance Security in accordance with ITB 42.2 (b), using for that purpose the Performance Security</p>

	<p>Form included in Section X, Contract Forms, or another form approved by the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.</p> <p>53.1 Failure of the successful Bidder to deliver the Performance Security in accordance with ITB 53.1 or sign, date and return the Contract Agreement in accordance with ITB 52.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next Most Advantageous Bid.</p>
54 Procurement Related Complaint	54.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

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

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB – these should be deleted prior to issuance.]

A. General	
ITB 1.1	<p>The Employer is: <i>[insert name of Employer]</i> _____</p> <p>The name of the ICB is: <i>[insert name of ICB]</i> _____</p> <p>The identification number of the ICB is: <i>[insert identification number of ICB]</i> _____</p> <p>The number and identification of lots (contracts) comprising this ICB is: <i>[insert number and identification of lots (contracts)]</i> _____</p>
ITB 1.3 (a)	<p><i>[delete if not applicable]</i></p> <p>“Electronic – Procurement System</p>

	<p>The Employer shall use the following electronic-procurement system to manage this procurement process:</p> <p><i>[insert name of the e-system and url address or link]</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process:</p> <p><i>[insert aspects e.g. issuing Bidding Document, submissions of Bids, opening of Bids]”</i></p>
ITB 2.1	<p>The Recipient of CDB Financing is: <i>[insert name of the Recipient and statement of relationship with the Employer, if different from the Recipient. This insertion should correspond to the information provided elsewhere in the Bidding Document]</i></p> <p>The name of the Project is: <u> </u> <i>[insert name of the project]</i></p>
ITB 4.2	<p>Maximum number of members in the JV shall be: <i>[insert number or state no applicable]</i></p>
ITB 4.6	<p>A list of firms and individuals debarred by CDB is available on the Bank’s external website: <i>[insert link https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms or equivalent]</i></p> <p><i>[If project is subject to Procurement Procedures for Projects Financed by CDB (January, 2021) please include the below, otherwise it should be deleted]</i></p> <p>A list of firms and individuals publicly debarred under MDB Debarment and MDB Cross-Debarment (see footnotes 2 and 3 in Section 1 – ITB defining these terms) are available at:</p> <p>Asian Development Bank: https://www.adb.org/site/integrity/sanctions African Development Bank: https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures European Bank for Reconstruction and Development: https://www.ebrd.com/ineligible-entities.html Inter-American Development Bank: https://www.iadb.org/en/transparency/sanctioned-firms-and-individuals World Bank: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</p>
<p>B. Contents of the Bidding Document</p>	

ITB 7.1	<p>For clarification purposes only, the Employer’s address is: <i>[Insert the corresponding information as required below. This address may be the same as or different from that specified under ITB 23.1 for Bid submission]</i></p> <p>Attention: _____ Street Address: _____ Floor/Room number: _____ City: _____ Zip Code: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____</p> <p>Requests for clarification should be received by the Employer no later than: <i>[insert no. of days].</i></p>
ITB 7.4	<p>A Pre-Bid meeting <i>[insert “shall” or “shall not”]</i> take place at the following date, time and place:</p> <p>Date: _____ <i>[insert date]</i> Time: _____ <i>[insert time]</i> Place: _____ <i>[insert place]</i></p> <p>A site visit conducted by the Employer <i>[insert “shall” or “shall not”]</i> organised.</p> <p><i>[A pre-Bid meeting/site visit is highly recommended for such single- stage Bidding process. In a single stage process, unlike a two stage, Bidders and the Employer do not have the opportunity to carry out a dialogue at the end of the first stage. A comprehensive pre-Bid meeting/site visit could help the Bidders to better understand the requirements and site conditions. This would also be an opportunity for the Recipient to get feedback on its requirements and issue amendments if required.]</i></p>
C. Preparation of Bids	
ITB 11.1	<p>The language of the Bid is: _____ <i>[insert “English”]</i> <i>[Note to Client: For all ICB processes the Bidding Document must be issued in English. However, the Recipient may also issue a translated version of the document in another language, which should be the national language. The national language is, either:</i></p>

	<p>(a) <i>the national language of the Recipient; or</i></p> <p>(b) <i>the language used nationwide in the Recipient’s country for commercial transactions, as accepted by CDB.</i></p> <p><i>The Recipient shall take full responsibility for the correct translation of the documents into the national language.]</i> <i>[Note to Client: If the document is also issued in a second language to English as agreed with CDB, use the following text:]</i></p> <p>In addition, the Bidding Document is translated into the <i>[Note to Client: insert language]</i> language. Bidders have a choice of submitting their Bid in either of the two languages stated above. The Contract will be signed in the language of the winning Bid, which shall be the governing language of the Contract.</p>
ITB 12.2 (h)	<p>The Bidder shall submit as part of its Technical Part the following additional documents:</p> <p><i>[List any additional document not already listed in ITB 12.2 that must be submitted with the Bid. The list of additional documents shall include the following:]</i></p> <p>Code of Conduct for Contractor’s Personnel (ESHS) The Bidder shall submit its Code of Conduct that will apply to the Contractor’s Personnel (as defined in Sub-Clause 1.1.2.7 of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental, Social, Health and Safety (ESHS) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>

	<p>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks.</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: <i>[Note: insert name of any specific plan and risk/s informed by the relevant environmental and social assessment];</i></p> <ul style="list-style-type: none"> • <i>[e.g. Sexual and Gender Based Violence (SGBV) prevention and response action plan];</i> • <i>[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic]</i> • <i>[e.g. Water Resource Protection Plan to prevent contamination of drinking water];</i> • <i>[e.g. Boundary Marking and Protection Strategy for mobilisation and construction to prevent offsite adverse impacts];</i> • <i>[e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit]</i> <p>These shall be prepared in conformity with the requirements of CDB's prevailing Environmental and Social Review Procedures.</p>
ITB 12.3 (d)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p><i>[list any additional document not already listed in ITB 12.3 that must be submitted with the Financial Part] otherwise state 'none'.]</i></p>
ITB 14.1	<p>Alternative Bids <i>[insert “shall be” or “shall not be”]</i> considered.</p>
ITB 15.3	<p>The prices quoted by the Bidder shall: <i>[insert “be subject to adjustment in accordance with Sub-Clause 13.8 of the Conditions of Contract” or “NOT be subject to adjustment.”]</i></p>
ITB 15.7	<p><i>[The total Bid price (Accepted Contract Amount) should include all duties, taxes and the levies payable by the Contractor, as is stated in the ITB. However, where a Contract is to be subject to an identifiable local duty, tax or levy that CDB will not fund (e.g. VAT, Withholding Tax), these should <u>not</u> be included in the rates and prices and must be shown separately in the price Schedules and Letter of Bid, i.e. as a simple breakdown. The Employer should select the appropriate option.]</i></p> <p><u>Option 1</u></p>

	<p>All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices and the total Bid price.</p> <p><u>Option 2</u></p> <p>The identifiable local duties, taxes and levies to be shown separately and NOT included in the rates and prices in the price Schedules are defined in the relevant price Schedules. Duties, taxes and levies not defined and required to be shown separately shall be included in the rates and prices.</p>
<p>ITB 16.1</p>	<p>The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative _____ as described below:</p> <p>Alternative A (Bidders to quote entirely in local currency):</p> <p>(a) The Bid currency shall be the Local Currency. The payment currency shall be the Local Currency only or the Local Currency and Foreign Currency(ies) (as the case may be) included by the Bidder in the Summary of Payment Currencies table. The relevant information included in the Summary of Payment Currencies table shall be taken forward and included in the Appendix to Bid.</p> <p>(b) The prices shall be quoted by the Bidder in the Schedules of Priced Activities and Sub-activities entirely in _____ <i>[Insert the name of the currency of the Employer’s Country,]</i> and further referred to as “the local currency”. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>(c) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Summary of Payment Currencies table, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p> <p>Alternative B (Bidders allowed to quote in local and foreign currencies):</p> <p>(a) The Bid currency(ies) and the payment currency(ies) shall be those quoted by the Bidder in the price Schedules and shall be</p>

	<p>included in the Summary of Payment Currencies table and named in the Appendix to Bid and in the Letter of Bid.</p> <p>(b) The prices shall be quoted by the Bidder in the Schedule of Priced Activities and Sub-activities separately in the following currencies:</p> <p>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in _____ <i>[Insert the name of the currency of the Employer’s Country]</i>, and further referred to as “the local currency”; and</p> <p>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in up to any three foreign currencies.</p>
<p>ITB 18</p>	<p><i>[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A Bid Security <i>[insert “shall be” or “shall not be”]</i> required. A Bid-Securing Declaration <i>[insert “shall be” or “shall not be”]</i> required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be _____ <i>[If a Bid Security is required, insert amount and currency of the Bid Security. Otherwise insert “Not Applicable”.] [In case of lots, please insert amount and currency of the Bid Security for each lot]</i></p> <p><i>[Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however, if the amount of Bid Security is less than the total required amount, the Employer will determine for which lot or lots the Bid Security amount shall be applied.]</i></p>
<p>ITB 18.3 (d)</p>	<p>Other types of acceptable securities:</p> <p><i>[Insert names of other acceptable securities. Insert “None” if no Bid Security is required under provision ITB 19.1 or if Bid Security is required but no other forms of Bid securities besides those listed in ITB 19.3 (a) through (c) are acceptable.]</i></p> <p>_____</p> <p>_____</p>

ITB 18.9	<p><i>[The following provision should be included and the required corresponding information inserted <u>only</u> if a Bid security is not required under provision ITB 18.1 and the Employer wishes to declare the Bidder ineligible for a period of time should the Bidder performs the actions mentioned in provision ITB 18.9. Otherwise omit.]</i></p> <p>If the Bidder performs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Recipient will declare the Bidder ineligible to be awarded contracts by the Employer for a period of _____ years <i>[insert period of time]</i>, starting from the date the Bidder performs any of the actions specified in <i>ITB 18.7 (a) or (.) or (c)</i></p>
ITB 19.1	<p>The Bid validity period shall be <i>[insert a number of days from the deadline for Bid submission, taking into account reasonable time needed to complete the Bid evaluation, obtain necessary approvals and the Bank’s No-objection (if subject to prior review).]</i> days.</p>
ITB 19.3 (a)	<p>The Bid price shall be adjusted by the following factor(s): _____</p> <p><i>[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p>
ITB 20.1	<p>In addition to the original of the Bid, the number of copies is: _____ <i>[insert number of copies]</i></p>
ITB 20.3	<p>The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid].</i></p>
D. Submission of Bids	
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Employer’s address is:</p> <p><i>[Insert address below which may be the same as or different from that specified under provision ITB 7.1 for clarifications]</i></p> <p>Attention: _____</p> <p>Street Address: _____</p> <p>Floor/Room number: _____</p> <p>City: _____</p> <p>ZIP Code: _____</p> <p>Country: _____</p>

	<p>The deadline for Bid submission is: <i>[Insert date/time below. The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with CDB]</i></p> <p>Date: _____ Time: _____</p> <p>Bidders _____ <i>[insert “shall” or “shall not”]</i> have the option of submitting their Bids electronically.</p> <p><i>[The following provision should be included and the required corresponding information inserted <u>only</u> if Bidders have the option of submitting their Bids electronically. Otherwise omit.]</i></p> <p>The electronic Bid submission procedures shall be: <i>[insert a description of the electronic Bid submission procedures.]</i></p>
E. Opening of Technical Part of Bids	
ITB 25.1	<p>The Bid opening shall take place at:</p> <p><i>[Insert address/date/time below. The date/time shall be the same as that given for deadline for submission is ITB 22.1 or promptly thereafter to allow sufficient time to take the Bids to the place announced for public Bid opening]</i></p> <p>Street Address: _____ Floor/Room number: _____ City : _____ Country: _____ Date: _____ Time: _____</p> <p><i>[The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]</i></p> <p>If Bidders have the option of submitting their Bids electronically, the electronic Bid opening procedures shall be: <i>[Insert a description of the electronic Bid opening procedures.]</i></p>
ITB 25.8	<p>The Letter of Bid – Technical Part, the Bid Security or Bid-Securing Declaration (if/as required) and the separate sealed envelope marked “Financial Part” shall be initialled by _____ <i>[insert number]</i> representatives of the Employer conducting Bid opening. <i>[Insert procedure:</i></p>

	<i>Example: Each Bid shall be initialled by all representatives and shall be numbered, etc.]</i>
F. Evaluation of Technical Part of Bids	
ITB 29.2	<p><i>[Select as applicable.]</i></p> <p>A minimum technical score is not applicable to this evaluation procedure. Or The minimum technical score to be achieved following the evaluation of the Technical Part of a Bid in order for it to be considered responsive is _ <i>[insert number]</i>.</p>
ITB 30.1	<p>The Employer _____ <i>[insert “intends” or “does not intend”]</i> that the Contractor shall employ a “nominated Subcontractor” or Subcontractors, as defined in Sub-Clause 4.5 of the Conditions of Contract.</p> <p><i>[If a nominated Subcontractor or Subcontractors are to be used, they must be named here along with a brief description of the part or parts of the Works they will execute, the Plant and/or Materials they will supply or the services they will supply (as the case may be).]</i></p>
ITB 30.2	<p>Contractor’s proposed subcontracting:</p> <p>(a) The total accumulated value of the Works that may be subcontracted shall not exceed _____% <i>[insert % of the Bid price]. [The percentage inserted here must be the same as the percentage stated in the Appendix to Bid Sub-Clause 4.4.]</i> of the Bid price.</p> <p>(b) The relevant Bidding Forms in Section IV shall be completed for each Subcontractor where the value of the proposed subcontract or accumulated value of multiple subcontracts with a proposed Subcontractor will be greater than _____% <i>[The percentage inserted here must be the same as the percentage stated in the Appendix to Bid Sub-Clause 4.4(b). Typically, this percentage could be in the range of 2% to 5%, depending, for example, on the total estimated value of the Works]</i> of the Bid price.</p>
ITB 30.3	<p><i>[Indicate N/A if not applicable]</i></p> <p>The parts of the Works for which the Employer permits Bidders to propose Specialised Subcontractors are designated as follows:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p>

	For the above-designated parts of the Works that may require Specialised Subcontractors, the relevant qualifications of the proposed Specialised Subcontractors will be added to the qualifications of the Bidder for the purpose of evaluation.																		
ITB 31.2	The technical factors (sub-factors) and the corresponding weight out of 100% are:																		
	<table border="1"> <thead> <tr> <th>Technical Factor</th> <th>Weight in Percentage (insert weight in %)</th> </tr> </thead> <tbody> <tr> <td>A.</td> <td></td> </tr> <tr> <td>1.</td> <td></td> </tr> <tr> <td>B.</td> <td></td> </tr> <tr> <td>2.</td> <td></td> </tr> <tr> <td>C.</td> <td></td> </tr> <tr> <td>3.</td> <td></td> </tr> <tr> <td>D.</td> <td></td> </tr> <tr> <td>4.</td> <td></td> </tr> </tbody> </table>	Technical Factor	Weight in Percentage (insert weight in %)	A.		1.		B.		2.		C.		3.		D.		4.	
	Technical Factor	Weight in Percentage (insert weight in %)																	
	A.																		
	1.																		
	B.																		
	2.																		
	C.																		
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<i>[Technical Factors shall be inserted as appropriate to ensure that the documents requested from Bidders as part of their technical Bids (Section IV) enable evaluation of the technical factors.]</i>																			
<i>[The weights should be allocated in terms of the relative significance of the technical factors. Insert technical sub-factors and corresponding weights, as appropriate].</i>																			
G. Opening of Financial Parts																			
ITB 34.4	Each page of the Letter of Bid and of the Price Schedules shall be initialed by <i>[insert number]</i> representatives of the Employer conducting Bid opening. <i>[Insert any additional procedural requirements required that are relevant to initialling, etc.]</i>																		
H. Evaluation of Financial Part																			
ITB 38.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert, at the selling exchange rate, all Bid prices or the Total Bid Evaluation Sum (as applicable) expressed in various currencies into a single currency is: <i>[insert name of currency]</i></p> <p>The source of exchange rate shall be: _____ <i>[insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country).]</i></p> <p>The date for the exchange rate shall be the deadline for submission of Bids as specified in ITB 22.1, unless otherwise specified by the Employer.</p>																		

	<p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative _____ that follows:</p> <p><i>Alternative A: Bidders quote entirely in local currency</i></p> <p>For comparison of Bids, the Bid price or the Total Bid Evaluation Sum (as applicable), corrected pursuant to ITB 37.1, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Bidder in accordance with ITB 16.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Bid price or the Total Bid Evaluation Sum (as applicable) is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p> <p>OR</p> <p><i>Alternative B: Bidders quote in local and foreign currencies</i></p> <p>The Employer will convert the amounts in various currencies in which the Bid price or the Total Bid Evaluation Sum (as applicable), corrected pursuant to ITB 37.1, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
ITB 39.1	<p><i>[The following provision should be included and the required corresponding information inserted <u>only</u> if the Employer intends to apply a regional margin of preference and it is allowed in the Procurement Plan for the subject contract. Otherwise delete]</i></p> <p>A margin of preference <i>[insert either “shall” or “shall not”]</i> _____ apply.</p> <p><i>[If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.]</i></p>
ITB 40.1 (f)	<p>The adjustments shall be determined using the criteria detailed in Section III, if any.</p>
I. Evaluation of Combined Technical and Financial Part	
ITB 43.1	<p>The weight to be given for cost is: _____ <i>[indicate weight for cost such that weight for cost plus weight for total technical score is 1(one). Typically weighting for cost would be at least 0.7]</i></p>

<p>ITB 45.1</p>	<p>Negotiation (“applies” / “does not apply”) If negotiation applies, the procedure will be: _____</p>
<p>ITB 47.1</p>	<p>A standstill period <i>[insert “shall” or “shall not”]</i> apply.</p>
<p>J. Award of Contract</p>	
<p>ITB 52.1</p>	<p><i>[Indicate N/A if not applicable]</i> Other documents forming part of the Contract are as follows: _____ _____ _____</p>
<p>ITB 54.1</p>	<p>The procedures for making a Procurement-related Complaint are detailed in the Procurement Procedures for CDB Financed Projects (Annex 3).</p>

Section III. Evaluation and Qualification Criteria

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A. Technical Part

1. Evaluation of Technical Part Bids

The technical factors, and sub factors if any, to be evaluated and the scores to be given to each technical factor and sub factors are specified **in the BDS ITB 31.2.**

.....

TECHNICAL BID SCORING METHODOLOGY

[NOTE TO THE EMPLOYER: The Employer shall develop a scoring methodology to be included here]

If as per ITB 31.2, the technical factors (and sub- factors, if applicable) are weighted in terms of relevance, the total technical score would be the weighted average in percent.

The score for each sub-factor (i) within a factor (j) will be combined with the scores of sub-factors in the same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for sub-factor “i” in factor “j”

w_{ji} = the weight of sub-factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”

and $\sum_{i=1}^k w_{ji} = 1$

The Factor Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Factor Technical Score of factor “j”

W_j = the weight of factor “j” as specified **in the BDS**

n = the number of Factors

and $\sum_{j=1}^n W_j = 1$

1.2 Evaluation of Technical Part of Alternative Bids

[The Employer is to insert here the method that will be used to evaluate the technical part of alternative Bid(s). This should take into consideration the wording and requirements of relevant parts of the ITB such as ITB 14.1 and ITB 44.2.]

2. Qualification

2.1 Update of Information

The Bidder and any subcontractors shall meet or continue to meet the criteria used at the time of prequalification.

2.2 Financial Resources

Using the relevant Form No FIN 3.3 in Section IV, Bid Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement:

1. _____
- 2.
3. and
- 4.

(ii) the overall cash flow requirements for this contract and its current works commitment.

2.3 Contractor's Representative and Key Personnel

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the Employer's Requirements.

The Bidder shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bid Forms.

2.4 Equipment

The Bidder shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program.

The Bidder shall provide details in the relevant Form in Section IV.

2.5 Subcontractors

Any Specialised Sub-contractor identified at the time of prequalification shall continue to meet the applicable requirements.

Any other additional subcontractors for the following major activities/ subactivities must meet the following minimum criteria:

[Activity/Subactivity No.]	Description of Item	Minimum Criteria to be met
1		
2		
3		
...		

B. Financial Part

1. Margin of Preference

1.1 If the BDS so specifies, the Employer will grant a margin of preference of 7.5% (seven and one-half percent) to regional contractors from CDB's Borrowing Member Countries (BMCs), in accordance with, and subject to, the following provisions:

(a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Recipient and accepted by CDB, a particular contractor or group of contractors qualifies for a regional preference. The Bidding Document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.

(b) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:

(i) Group A: Bids offered by regional contractors eligible for the preference.

(ii) Group B: Bids offered by other contractors.

1.2 All evaluated Bids in each group shall, as a first evaluation step, be compared to determine the Bid with lowest evaluated cost, and the Bid with the lowest evaluated cost in each group shall be further compared with each other. If a result of this comparison, a Bid from Group A is the lowest, it shall be selected for the award as the Most Advantageous Bid, if the Bidder is qualified. If a Bid from Group B is the lowest, as a second evaluation step, all Bids from Group B shall then be further compared with the lowest evaluated cost from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective Bid price or the Total Bid Evaluation Sum (as applicable) corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day works, if any, shall be added to the evaluated cost offered in each Bid from Group B. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.

2. Evaluation of Financial Part (ITB 40.1(f))

2.1 The following factors and methods will apply: *[use one or more of the following adjustment factors consistent with ITB 40.1 (f) of the BDS]*

(a) **Time Schedule**

Time for completion of the Works from the Commencement Date shall be as specified in the Particular Conditions. No credit will be given for earlier completion.

(b) **Operation and Maintenance Costs/Life Cycle Costs** *[Delete those which are not applicable]*

[The Employer should decide whether operation and maintenance, life cycle or neither are applicable to the Bid evaluation.]

Operation and maintenance or life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the Works are estimated to be considerable in comparison with the initial cost and may vary among different Bids. It shall be evaluated on a net present value basis. If life cycle costing is to be applied for Bid evaluation, the Employer shall specify the relevant information on its application here and in the Bid Documents (see further note on this below):]

[State either operation/operation and maintenance/life cycle costing “shall” or “shall not apply”. If operation and maintenance or life cycle costing applies for Bid evaluation, the methodology and the information expected from Bidders shall be specified. For a rural road rehabilitation project, operation and maintenance will typically be a comparatively minor component. However, for works such as water treatment and wastewater treatment plants the cost of mechanical, electrical and HVAC equipment make up a substantial portion (circa 50%+) of the Contract Price (i.e. the ‘capex’ portion). It therefore follows that the cost of operating the plant will be relatively high. For water treatment and wastewater treatment plants the costs of chemicals used in the processes can also be significant (i.e. the ‘opex’ portion). Initially lower cost equipment may be less efficient and so costs far more to operate than higher quality equipment. Although the Employer’s Requirements should, if well drafted, ensure equipment conforms with a minimum standard of quality this may not be sufficient to ensure value for money over the operating life of the equipment in question. Hence, even taking into consideration the operational cost in terms of electricity and chemicals (for the examples here) will have a considerable impact when those costs are included in the evaluation of a bid. For the examples given, it is not unusual for the Bid evaluation to be based on 1 x capex +

14 x opex (where the capex would include 1 year of operation and maintenance costs (i.e. during the DNP) and in very broad terms, 15 x opex is approximately equal to 1 x capex). It is, of course, essential that the base data used for calculating opex is clearly specified and correlates with the (Plant) Performance Guarantees.]

The factors for calculation of the operation/operation and maintenance/life cycle cost are *[Delete those which are not applicable]*:

[This list must be reviewed and revised to reflect the Bid requirements.]

- (i) number of years for operation/operation and maintenance/life cycle: _____ *[select as appropriate and insert number of years]*;
- (ii) operating costs *[state how they will be determined]*;
- (iii) maintenance costs, including the cost of spare parts for the initial period of operation *[state how they will be determined]*; and
- (iv) Discount rate: _____ *[insert discount rate in percent]* to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

[It is essential that the Bid documents clearly state all the factors that will be used to calculate the operational/operation and maintenance/life cycle costs and how these will be verified. Typically, these will be included in a ‘Schedule of Guarantees and Price Schedules’ document(s). Consequently, it may be the case that it is impractical (due to size/volume) to repeat them here. If this is the case, Bidders should be directed to the relevant document(s). Trying to duplicate the information here and in the Bid document is also a dangerous thing to do as it could lead to differences in or discrepancies between the two sources of information, especially where that information is complex and/or voluminous.]

(c) Specific additional criteria

The relevant evaluation method, if any, shall be as follows:

.....
.....

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Cost (C).”

(d) Multiple Contracts (ITB 40.3)

If not applicable state 'Not Applicable'

If in accordance with **ITB 1.1**, Bids are invited for more than one lot, the contract will be awarded to the Bidder or Bidders with the MAB for the individual lots.

However, if a Bidder, with Bids that are substantially responsive and with highest evaluated score for individual lots, is not qualified for the combination of the lots, then the award will be made based on the highest total score for combination of lots for which Bidders are qualified.

[Note - Example of the above scenario: A Bidder who was initially selected for either Lot A or Lot B but not both submits Bids for Lots A and B. These two Bids are substantially responsive and get the highest total score for Lot A and Lot B respectively. In such a case, a decision has to be made on whether this Bidder should be awarded Lot A or Lot B by considering the combined scores of Bidders for Lot A and Lot B.]

Cross discounts for award of multiple lots will not be considered.

3. Specific Additional Criteria

The relevant evaluation method, if any, shall be as follows:

.....
.....

C. Combined Evaluation

The Employer will evaluate and compare the Bids that have been determined to be substantially responsive.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where

- C = Evaluated Bid Cost (which shall include, if any, the applicable operation, operation and maintenance or life cycle costs)
- C_{low} = the lowest of all Evaluated Bid Cost (which shall include, if any, the applicable operation, operation and maintenance or life cycle costs) among responsive Bids
- T = the total Technical Score awarded to the Bid
- T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids
- X = weight for Cost as specified **in the BDS**

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

If BDS 14.1 states that “Alternative Bids shall be considered”, the combined evaluation of the alternative Bid(s) of the Bidder with the Most Advantageous Bid shall be as follows:

[The Employer is to insert here the criteria that will be used to evaluate alternative Bid(s). If the award of the Contract is to be on the basis that the alternative must be cheaper than the (compliant) Bid, the wording of this paragraph must be adjusted accordingly.]

Section IV. Bidding Forms

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Letter of Bid & Security

Letter of Bid – Technical Part

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

Place this Letter of Bid in the first envelope “TECHNICAL PART”.

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicised text in is to help Bidders in preparing this form and Bidder should delete it from the final document.

Date: _____ *[Bidder insert: date of Bid]*

ICB: _____ *[Employer insert: ICB name and number]*

Contract: _____ *[Employer insert: name of Contract]*

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

To: _____ *[Employer insert: name and address of Employer]*

We, the undersigned Bidder, acknowledge and agree that for the purposes of this Bid Submission and the Contract, the “Letter of Bid – Technical Part” and “Letter of Bid – Financial Part” together constitute the Letter of Bid and hereby submit the first part of our Bid, the Technical Part.

We, the undersigned, declare that:

- (a) We have examined the Conditions of Contract, Employer’s Requirements, Schedules, the attached Appendix and Addenda Nos. _____ for the following Works *[insert a brief description of the Works]*. We have examined, understood, and checked these documents and have ascertained that they contain no errors or defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein in conformity with this Bid, which includes all these documents, for the total Bid price offered in the “Letter of Bid – Financial Part”;
- (b) **Eligibility and no conflicts of interest:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.8;
- (d) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 19.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If this Bid is accepted, we will provide the specified Performance Security, commence the design and execution of the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the documents listed in sub-paragraph (a), above, within the Time for Completion;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Caribbean Development Bank [*Note to client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text*] or subject to a public debarment by an MDB which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (h) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.9*];
- (i) **Prohibited Practices:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in Prohibited Practices, as defined in Section VI of the Bidding Document;
- (j) **Environmental, Social, Health and Safety (ESHS) Provisions:** We hereby declare that if awarded the Contract we, including our Subcontractors and suppliers, will comply with the ESHS contractual obligations, including those related to forced labour; and
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding

contract between us, unless and until a formal Contract Agreement is prepared and executed *[Note to the Employer: in a civil law jurisdiction, this sub-paragraph must be reviewed and revised, if necessary, in order to comply with the governing law]*.

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

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

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

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

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

*In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as the Bidder.

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

ENCLOSURE(S):

Form of Bid Security (Bank Guarantee)

[Bank's Name, and Address of Issuing Branch or Office or SWIFT identified code]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the design, execution and completion of the Works and remedying any defects therein of _____ under Invitation for Bids No. _____ ("the IFB").

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

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Bid;
- (b) has failed to accept the correction of arithmetical errors; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders of the Bidding Document.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

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

[Signature]

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

Form of Bid Security (Bid Bond)

BOND NO. _____

BY THIS BOND [*name of Bidder*] as Principal (hereinafter called “the Principal”), and [*name, legal title, and address of surety*], authorised to transact business in [*name of country of Employer*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*name of Employer*] as Obligee (hereinafter called “the Employer”) in the sum of [*amount of Bond*]¹ [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the ____ day of _____, 20__, for the construction of [*name of Contract*] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Letter of Bid;
- (b) has failed to accept the correction of arithmetical errors; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Agreement, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these present to be executed in their respective names this ____ day of _____ 20__.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

Form of Bid-Securing Declaration

Date: _____
 Bid No.: _____
 Alternative No.: _____

To:

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Recipient of CDB Financing for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid;
- (b) has failed to accept the correction of arithmetical errors; or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

Signed: _____

In the capacity of _____

Name: _____

Duly authorised to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____

Corporate Seal (where appropriate)

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

Contractor's Proposal

Technical Bid Forms

1. General Approach and Methodology
2. Design Proposal
3. Construction Management Strategy
4. Method Statement for key construction activities
5. ESHS Management Strategies and Implementation Plans (MSIPs)
6. Code of Conduct for Contractor's Personnel (ESHS)
7. Contract Personnel Organisation Chart
8. Risk Assessment
9. Contractor's Equipment
10. Specialised Subcontractors and Subcontractors
11. Proposed Subcontractors for Major Activities/Sub-Activites
12. Plant and Materials
13. Quality Assurance
14. Key Personnel Qualifications and Resource Schedule
15. Resume and Declaration
16. Contractor's Representative and Key Personnel
17. Contractor's Preliminary Design
18. Contractor's Preliminary Drawings

General Approach and Methodology

The ‘General Approach and Methodology’ should bring together and combine (as appropriate) in a summarised form the information to be provided in the following ‘Design Proposal’, ‘Construction Management Strategy’ and ‘Method Statement for Key Construction Activities’ forms such that the Bidder’s overall approach to achieving the requirements of the Contract is presented in a clear and cohesive manner. The ‘General Approach and Methodology’ should also include, as a minimum, the following:

- (a) Mobilisation arrangements;
- (b) General approach to and arrangements for fulfilling the design requirements of the Contract;
- (c) Access to, and possession of, the Site, in terms of Sub-Clause 2.1 of the Conditions of Contract, with due regard to permits and licences (e.g. who is responsible for what and what the procedures are);
- (d) Intended sequencing and general approach to the main elements/aspects of the Works;
- (e) Construction methods to be used for the various types of work comprising the Works;
- (f) Sourcing of Materials (e.g. imported, in-country);
- (g) Plant and Contractor’s Equipment (e.g. own, hired, imported, in-country); and
- (h) **[modify/include any other relevant information, as appropriate to the nature of the Works.]**

Design Proposal

The Bidder shall submit a design methodology which addresses as a minimum the following:

- (a) organisational arrangements for the design including: team structure, roles and responsibilities, interface arrangements, design review and approval procedures and quality assurance arrangements;
- (b) design deliverables *[Employer to specify mandatory requirements appropriate to good international industry practice e.g. drainage, and temporary/permanent access for road projects]*;
- (c) design statement setting out how the Employers Requirements will be achieved;
- (d) Any added value the Bidder will bring including examples of innovative aspects of the design;
- (e) comments on the Employer's Requirements, including:
 - (i) status of the information available and relevant design issues for the Works;
 - (ii) comments on any errors, defects or ambiguities noted in the Employer's Requirements; and
 - (iii) *[details of any exceptions in the conceptual design taken to the Employer's Requirements]*;
- (f) Sustainable Procurement: sustainability aspects (e.g. energy efficiency, reduction of wastages, material reduction, sources of materials etc.) demonstrating the Bidder's approach and commitment to sustainable design and construction practices;
- (g) strategy for gathering baseline environmental, social, health and safety (ESHS) information in time to inform design development;
- (h) details of how the ESHS requirements, and any proposal to enhance ESHS outcomes, will be incorporated into all design stages, and how the implications for the construction phase has been considered;
- (i) details of the approach to managing risks, stakeholder engagement, consultation and environmental permits/consents;
- (j) value engineering (value management) arrangements, including consideration of ESHS issues; and
- (k) *[modify/include any other relevant information, as appropriate]*.

Construction Management Strategy

The Bidder shall submit a construction management strategy which addresses as a minimum:

- (a) organisational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
- (b) clearly identify which joint venture partner, where the Bidder is a joint venture, will execute/undertake and/or be responsible for which part(s), aspect(s), etc of the Works;
- (c) subcontractor selection and management;
- (d) proposals for training all personnel attending site;
- (e) stakeholder engagement;
- (f) obtaining and managing consents, permits and approvals;
- (g) site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage;
- (h) construction phasing proposals including sequence of work and management of conflicting activities;
- (i) ensuring that geotechnical investigations or other advance works meet the ESHS requirements;
- (j) risk management approach for geotechnical and subsurface aspects of the Works;
- (k) quality management system including a draft of the quality management plan;
- (l) sustainability aspects demonstrating the Bidder's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- (m) preparation, approval and implementation of the Contractor's Environmental, Social, Health and Safety Management Plan (ESHS);
- (n) preparation, approval and implementation of the Contractor's health and safety manual;
- (o) grievance redress mechanisms;

- (p) reporting arrangements, including topics (that include ESHS) and timescales in accordance with the Particular Conditions of Contract Sub-Clause 4.21;
- (q) arrangements and details for: training of the Employer’s Personnel; preparation and provision to the Employer of “as-built” records and drawings; and preparation and provision of operation and maintenance manuals;
- (r) arrangements for Tests on Completion of the works;
- (s) taking-over of the Works and, where applicable, Sections;
- (t) DNP;
- (u) Tests after Completion;
- (v) Operational (or supervision of operation) period;
- (w) *[modify/include any other relevant information, as appropriate].*

Method Statement for Key Construction Activities

The Bidder shall provide its method statements for addressing the following risks and carrying out the following construction activities. Each method statement shall describe the proposed approach, the level of staffing and experience, the safe system of work, and the equipment or materials to be used to manage risk or activity in accordance with the Employer's Requirements.

[The Employer shall identify the key risks/ construction activities:

Examples:

- *foundation excavation;*
- *'major' or significant Temporary Works;*
- *erection of steel structures;*
- *management of traffic including construction traffic*
- *...];*

ESHS Management Strategies and Implementation Plans (MSIPs)

The Bidder shall submit comprehensive and concise Management Strategies and Implementation Plans (MSIPs) to manage the Environmental, Social, Health and Safety risks, as required by ITB 12.2 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes, etc. that will be implemented by the Contractor, and its subcontractors.

In developing these MSIPS, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Following award of the Contract, the Contractor (i.e. the successful Bidder) is required to submit one coordinated document that incorporates all the MSIPs submitted with the Bid prior to commencing the Works; this document is the Contractor's Environmental, Social, Health and Safety Management Plan (C-ESHSMP) and is referred to in, for example, PCC Sub-Clause 1.1.6.10 [*Definitions – Other Definitions – “C-ESHSMP”*], Sub-Clause 4.1 [*Contractor's General Obligations*], Sub-Clause 8.1 [*Commencement of Works*] and the Specification.

Code of Conduct for Contractor’s Personnel (ESHS) Form

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, Sexual and Gender Based Violence (SGBV) etc.

Delete this Box prior to issuance of the Bidding Document.

CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL

We are the Contractor, *[enter name of Contractor]*. We have signed a contract with *[enter name of Employer]* for *[enter description of the Works]*. These Works will be carried out at *[enter the Site and other locations where the Works will be carried out]*. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental, social, health and safety risks related to the Works. It applies to all our staff, labourers and other employees at the Works.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its Bid.

Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor’s Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Contractor’s Personnel. Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - (a) ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - (b) wearing required personal protective equipment;
 - (c) using appropriate measures relating to chemical, physical and biological substances and agents; and
 - (d) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy, including reporting of all near misses, and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as but not limited to women, people with disabilities, indigenous peoples, migrant workers or children;
6. not alter, damage, remove or destruct cultural property or sites which is any natural or manmade areas sites, structures and remains of archaeological, historical, religious, spiritual, cultural or aesthetic value, which are part of a country's resource base and therefore of cultural heritage significance.
7. abstain from any form of violence, harassment, intimidation, and/or exploitation, and aim seek peaceful resolution of conflicts;
8. abstain from any actions that would facilitate the use of forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements;
9. abstain from drug abuse on site including the use of alcohol and other drugs;
10. not bring/use any weapons on site except for instances when job descriptions require their use, such as for security guards;

11. not engage in corrupt and fraudulent behaviours and transactions and avoid conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favours, are not provided to any person with whom there is a financial, family, or personal connection);
12. maintain respectful interactions with the local community(ies), members of the local community(ies), and any affected person(s) (including with regard to their culture and traditions) and avoidance of any inconvenience to them (including for example noise at night, dumping of individual garbage other than in provided locations, damage to and destruction of community and/or cultural property);
13. practice non-discrimination when inter-acting with the local community (including vulnerable groups), and the Employer’s and other Contractor’s Personnel (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status);
14. not engage in any form of sexual harassment, including unwelcome sexual advances, requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature with the local community, and the Employer’s and other Contractor’s Personnel;
15. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In CDB financed Projects, sexual exploitation occurs when access to or benefit from CDB financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
16. not engage in sexual assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration;
17. not engage in any form of sexual activity with individuals under the legal age of consent in the Recipient’s country;
18. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual and Gender Based Violence (SGBV);
19. report violations of this Code of Conduct; and
20. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

RAISING CONCERNS

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. *[Insert mechanisms to be employed, including reference to whistleblower channels]*

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct. False reporting against the code of Conduct will be investigated and sanctioned.

The Code of Conduct will be displayed visibly at the worksite to raise awareness of workers and the public about its contents.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination, dismissal and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *[enter appropriate action]* requesting an explanation.

Name of Contractor's Personnel: _____ *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorised representative of the Contractor:

Signature: _____

Date: (day month year): _____

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's personnel (including sub-contractors and day workers), Employer's and Project Manager's personnel, and affected persons.

Contract Personnel Organisation Chart

The Bidder shall provide an organisation chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organisation chart shall include the names of all Key Personnel.

Risk Assessment

The Bidder should submit a risk register identifying the hazards anticipated during the implementation of the contract.

For the key hazards ranked by impact, the risk register shall include a description of the hazard, an assessment of the potential impact on health and safety, environment, cost, programme or other, and the proposed mitigation strategy for each hazard.

Form EQU: Contractor's Equipment

The Bidder shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Programme. In the strategy, the Bidder shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer's specifications for the duration of the Contract. The Bidder shall specify whether it will own, lease, rent or specially manufacture the key equipment.

The Bidder should only include Contractor's Equipment that will/may be used to execute the Works and should not include a list of 'all' the equipment owned.

Plant and Materials

The Bidder shall provide the information required for the Plant and Materials listed in the table below, describing or identifying in detail (i.e. model/type/size) the Plant and Materials offered. The Bidder shall also provide any other information required by the Bid and/or requested during Bid Evaluation.

If the Bidder's Technical Proposal includes Plant and/or Materials that are not listed in the table below, the Bidder shall state the main characteristics for any such Plant and/or Materials, add them to the table below and provide the information required therein.

Each page shall be stamped, signed and dated by the person(s) authorised to sign on behalf of the Bidder.

No.	Plant/Material	Manufacturer	Model/Type/ Size	Country of Origin
1.	Steel Reinforcement			
2.	Cement			
3.	Architectural Finishes			
3.1				
3.2				
4.	Mechanical Equipment			
4.1				
5.	Electrical Equipment			
5.1				
6.	HVAC Equipment			
6.1				

We hereby declare that the completed table of Plant and Materials shall be binding upon us and that they shall not be changed or varied in any respect except as provided for in the Conditions of Contract, including, but not limited to, non-compliance with the Employer's Requirements.

Until such time as the Performance Certificate is issued, we undertake to provide any information regarding the "origin" of any item(s) of Plant and Materials intended to form or forming part of the Permanent Works, including supply-only items.

Signature: _____
[insert name]

In the capacity of *[insert position in company or JV]* of *[insert company or JV name]* duly authorised to sign the Bid for and on behalf of [insert Bidder or JV's name].

Date: _____

List of Suppliers

The Bidder shall state in the table below the names and addresses of the proposed suppliers of the Plant and Materials listed and the total value of the subcontract(s) with each supplier expressed as a percentage of the Bid price. In addition, if the Bidder intends to enter into a subcontract for the supply of Plant and/or Materials not listed in the table below where the value of the proposed subcontract or accumulated value of multiple subcontracts with a proposed supplier will be greater than the percentage of the Bid price specified in ITB 30.2, the Bidder shall add the Plant and/or Materials to be supplied to the table below and provide the information required therein.

No.	Plant/Material	Supplier's Name and Address	Value of Supplier Subcontract as percentage of the Bid Price
1.	Steel Reinforcement		
2.	Cement		
3.	Architectural Finishes		
3.1			
3.2			
4.	Mechanical Equipment		
4.1			
5.	Electrical Equipment		
5.1			
6.	HVAC Equipment		
6.1			

Signature: _____
[insert name]

in the capacity of *[insert position in company or JV]* of *[insert company or JV name]* duly authorised to sign the Bid for and on behalf of *[insert Bidder or JV's name]*.

Date: _____

Subcontractors

Proposed Subcontractors for Major Activities/Sub-Activities

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/subactivity indicated. For any additional subcontractor (that is not the Specialised Subcontractor accepted in the initial selection process or subsequently approved by the Employer in accordance with ITB 17.3), Bidders are free to propose more than one Subcontractor for each activity/subactivity.

Activity/Sub-Activity	Proposed Subcontractors	Nationality

Quality Assurance System

The Bidder shall provide details of the quality assurance system to be used to ensure the successful execution and completion of the works and remedying any defects.

Form PER -1

Key Personnel Qualifications and Resource Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. Bidders should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- The name and role for each Key Personnel position.
- The duration of each Key Personnel appointment.
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

	Title of position	Name of Candidate	
1.	<i>[Contractor's Representative]</i>		
<i>Key Personnel for Design</i>			
2.	<i>[Design Manager]</i>		
3.	<i>[Environmental Impact Assessment Specialist]</i>		
4.	<i>[Social Impact Assessment Specialist]</i>		
5.	<i>[Health and Safety Specialist]</i>		
6.	<i>[Biodiversity, Air quality, Noise etc. Specialists]</i>		
7.	<i>[Modify/add others as appropriate]</i>		
<i>Key Personnel for Construction</i>			
8.	<i>[Construction Manager]</i>		
9.	<i>[Environmental Specialist]</i>		
10.	<i>[Health and Safety Specialist]</i>		
11.	<i>[Social Specialist]</i>		
12.	<i>[Survey Manager]</i>		
13.	[Sexual and Gender Based Violence Expert(s)] <i>[Where Project SGBV risks are assessed to be substantial or high, Key Personnel shall include an expert (s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment] cases]</i>		
14.	<i>[Modify/add others as appropriate]</i>		

Form PER-2

Resume and Declaration - Contractor's Representative and Key Personnel

Name of Bidder:		
Position [#1]: <i>[Title of position from Form PER-1]</i>		
Personnel information	Name:	Date of Birth:
	Address:	E-mail:
	Professional Qualifications:	
	Academic Qualifications:	
	Language Proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Employer:	
	Telephone:	Contact (Manager/Personnel Officer):
	Fax:	
	Job Title:	Years with present employer:

Summarise professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Key Personnel: *[insert name]* _____

Signature: _____

Date: (day month year): _____

Countersignature of authorised representative of the Bidder:

Signature: _____

Date: (day month year): _____

Contractor's Preliminary Design

[Note to Bidder: insert preliminary design.]

Contractor's Preliminary Drawings

[Note to Bidder: insert preliminary drawings.]

Bidder's Time Programme

The Bidder shall set out a time programme in the form of a bar chart for the design, execution and completion of the Works. The proposed programme shall be developed based on the Employer's Requirements and shall include, as a minimum the following:

1. The Commencement Date and Time for Completion of the Works and of each Section (if any).
2. Submission of the Contractor's Environmental, Social, Health and Safety Management Strategies and Implementation Plans (MSIPs), which collectively form the C-ESHSMP, in accordance with the Particular Conditions of Contract Sub-Clause 4.1 and 8.1.
3. Design of the Works, including the submission of the design deliverables, review and approval of the design and Contractor's Documents by the Engineer.
4. The order in which the Contractor intends to carry out the Works.
5. Identification of all activities required to design, execute and complete the Works, to a level of detail sufficient to identify the different key elements and/or components of each activity, including, but not limited to, mobilisation (including processes and deliverables needed to commence the Works), design, manufacture, procurement, on-Site works (construction, erection, installation), testing, commissioning, and handing over of the completed Works, Tests after Completion, etc.
6. Logical links for all activities and float.
7. Identification of the critical path(s).
8. *[insert any other relevant information, as may be appropriate.]*

Qualification Forms

The Bidder shall update the information given during the corresponding prequalification exercise to demonstrate that they continue to meet the criteria used at the time of prequalification. For this purpose, the Bidder shall use the relevant forms included in this Section.

Form ELI -1.1 Bidder Information Form

Date: *[insert day, month, year]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1.	Bidder's legal name <i>[Insert full legal name]</i>
2.	In case of Joint Venture (JV), legal name of each partner: <i>[Insert full legal name of each partner in JV]</i>
3.	Bidder's actual or intended country of constitution: <i>[Indicate country of constitution]</i>
4.	Bidder's actual or intended year of constitution: <i>[Indicate year of Constitution]</i>
5.	Bidder's legal address in country of registration: <i>[Insert street/ number/ town or city/ country]</i>
6.	Bidder's authorised representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
7.	Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.9 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law
8.	Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2

Bidder's Party Information Form

[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member]

Date: *[insert day, month, year]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<p>1. Bidder's JV name: <i>[Insert full legal name]</i></p>
<p>2. JV member's name: <i>[Insert full legal name of Applicant's Party]</i></p>
<p>3. JV member's country of registration: <i>[Indicate country of registration]</i></p>
<p>4. JV member's year of constitution: <i>[Indicate year of constitution]</i></p>
<p>5. JV member's legal address in country of registration: <i>[Insert street/ number/ town or city/ country]</i></p>
<p>6. JV member's authorised representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i></p>
<p>7. Attached are copies of original documents of:</p> <p><input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITB 4.4.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.2.</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.9 documents establishing:</p> <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law
<p>8. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form CON – 2

Historical Contract Non-Performance and Pending Litigation

[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Bidder and for JVs, each member of the Joint Venture]

Bidder's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Party Legal Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Year	Non Performed Portion of Contract	Contract Identification	Total Contract Amount (current value, USD equivalent)
Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements of the Prequalification document			
<ul style="list-style-type: none"> .. Contract non-performance did not occur since 1st January <i>[insert year]</i>. .. Contract(s) not performed 1st January <i>[insert year]</i> 			
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements, Prequalification document			
<ul style="list-style-type: none"> .. No pending litigation .. Pending litigation 			

Year of Dispute	Amount in Dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate “Employer” or “Contractor”]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

Form CON – 3

Environmental, Social, Health and Safety (ESHS) Performance Declaration

[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialised Subcontractor]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialised Subcontractor's Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental, Social, Health and Safety (ESHS) Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements of the Prequalification document

.. **No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the Performance Security for a contract for reasons related to Environmental, Social, Health and Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5 of the Prequalification Document.

.. **Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health and Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5 of the Prequalification Document. Details are described below:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender based violence; sexual exploitation or assault breaches; safety breaches]</i>	<i>[insert amount]</i>

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year		Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>		Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of Performance Security: <i>[indicate main reason(s) e.g. e.g. gender-based violence; sexual exploitation or assault breaches]</i>	<i>[insert amount]</i>

Form FIN – 3.1 Financial Situation

(This form should be used only if the information submitted at the time of prequalification requires updating)

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Applicant's Party Legal Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial Data

Financial information in (USD equivalent in 000s)	Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

[The following table shall be filled in for the Bidder and all parties combined in case of a Joint Venture].

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (USD equivalent)
1		
2		
3		

3. Financial documents

The Bidder and its parties shall provide copies of financial statements to demonstrate that they continue to meet the financial requirements at the time of prequalification. The financial statements shall:

- (a) Reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) Be independently audited or certified in accordance with local legislation.
 - (c) Be complete, including all notes to the financial statements.
 - (d) Correspond to accounting periods already completed and audited.
- Attached are copies of financial statements² for the *[number]* years required above; and complying with the requirements

² If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Form FIN - 3.2

Average Annual Construction Turnover

(This form should be used only if the information submitted at the time of prequalification requires updating)

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member Name: *[insert full name]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual turnover data (construction only)			
Year	Amount and Currency	Exchange Rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		<i>[insert amount in USD equivalent]</i>
Average Annual Construction Turnover			

Form FIN - 3.3

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria.

No.	Source of Financing	Amount (USD equivalent)
1		
2		
3		

Form FIN – 3.4: Current Contract Commitments/Works-in-Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current USD Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [USD/month]
1					
2					
3					
4					
5					

Letter of Bid & Appendix to Bid (including Annexes)

Letter of Bid - Financial Part

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

Place this Letter of Bid in the second envelope “FINANCIAL PART”.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicised text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date: _____ *[Bidder insert: date of Bid]*

ICB: _____ *[Employer insert: ICB name and number]*

Contract: _____ *[Employer insert: name of Contract]*

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

To: _____ *[Employer insert: name and address of Employer]*

We, the undersigned Bidder, acknowledge and agree that for the purposes of this Bid Submission and the Contract, the “Letter of Bid – Technical Part” and “Letter of Bid – Financial Part” together constitute the Letter of Bid and hereby submit the second part of our Bid, the Financial Part.

We, the undersigned declare that:

- (a) We have examined the Conditions of Contract, Employer’s Requirements and Supplementary Information, Schedules, the attached Appendix and Addenda Nos. _____ for the following Works *[insert a brief description of the Works]*. We have examined, understood, and checked these documents and have ascertained that they contain no errors or defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein in conformity with this Bid, which includes all these documents, for the total Bid price, excluding any discounts offered in item (b) below, of: *[insert one of the options below as appropriate]*

Option 1: In case of one lot: Total price: *[insert the total Bid price in words and figures, indicating the various amounts and the respective currencies that corresponds to BDS ITB 16.1 and the Summary of Payment Currencies table]*

Or

Option 2: In case of multiple lots:

- (i) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- (ii) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

or such other amount as may be determined in accordance with the Contract.

[Note: With reference to ITB and BDS 15.7, and regardless of whether option 1 or option 2 (above) are applicable, where a Contract is to be subject to an identifiable local duty, tax or levy that CDB will not fund (e.g. VAT, Withholding Tax), this ‘Letter of Bid – Financial Part’ must be revised such that the CDB-funded and non-funded components of the total Bid price are shown separately.]

- (b) Discounts: The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered]*
 - (ii) The exact method of calculation to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (c) **Appendix to Bid:** We acknowledge that the Appendix to Bid forms part of the Letter of Bid.
- (d) **Commissions, Gratuities and Fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, full address, the reason for which each commission or gratuity was paid or will be paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, unless and until a formal Contract Agreement is prepared and executed *[Note to the Employer: in a civil law jurisdiction, this sub-paragraph must be reviewed and revised, if necessary, in order to comply with the governing law]*.

- (f) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid, the Most Advantageous Bid or any other Bid that you may receive.

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

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

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

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

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

*In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as the Bidder.

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

ENCLOSURE(S):

Appendix to Bid

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Bid is submitted.]

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Employer's name and address	1.1.2.2 & 1.3 ...	_____

Contractor's name and address	1.1.2.3 & 1.3 ...	_____

Engineer's name and address.....	1.1.2.4 & 1.3 ...	_____

Borrower's name and address.....	1.1.2.12	_____

Time for Completion of the Works...	1.1.3.3	____ days
Defects Notification Period.....	1.1.3.7	365 days
Sections	1.1.5.6	If Sections are to be used, these are specified in the 'Definition of Sections' table at the end of this Appendix.
Profit	1.2	___ % of Cost
Electronic transmission systems	1.3	_____
Governing Law	1.4	_____
Ruling language	1.4	_____
Language for communications.....	1.4	_____
Time for access to the Site	2.1	___ days after Commencement Date
Employer's financial arrangements	2.4	_____

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Natural person appointed and authorised to act on behalf of Engineer	3.1	_____
Amount of Performance Security	4.2	___ % of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable.
Maximum accumulated value of Works that may be subcontracted	4.4	___ % of the Accepted Contract Amount.
Maximum value of subcontract before consent of the Engineer is required	4.4(b).....	___ % of the Accepted Contract Amount.
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1	_____ days
Normal working hours	6.5	_____
Delay damages for the Works.....	8.7 & 14.15(b).	___ % of the Accepted Contract Amount per day, in the currencies and proportions in which the Contract Price is payable.
Maximum amount of delay damages	8.7	___ % of the Accepted Contract Amount.
<i>If there are Provisional Sums:</i>		
Percentage for adjustment of Provisional Sums.....	13.5(b).....	___%
<i>If Sub-Clause 13.8 applies:</i>		
Adjustments for Changes in Cost; tables(s) of adjustment data.....	13.8	for payments each month / [YEAR] in _____ (currency) the Tables of Adjustment Data annexed to this Appendix shall apply.
Total advance payment	14.2	___ % of the Accepted Contract Amount

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Number and timing of instalments.	14.2	_____
Currencies and proportions	14.2	___ % in _____ ___ % in _____
Start repayment of advance payment	14.2(a)	when payments are ___ % of the Accepted Contract Amount less Provisional Sums
Repayment amortisation of advance payment	14.2(b)	___%
Percentage of retention	14.3	_____ %
Limit of Retention Money	14.3	___% of the Accepted Contract Amount
<i>If Sub-Clause 14.5 applies:</i>		
Plant and Materials for payment when shipped en route to the Site	14.5(b)	[list] [list]
Plant and Materials for payment when delivered to the Site	14.5(c)	_____ [list] _____ [list]
Minimum amount of Interim Payment Certificates	14.6	_____% of the Accepted Contract Amount

If payments are only to be made in a currency/currencies named on the first page of the Letter of Bid:

Currency/currencies of payment..	14.15	_____ _____ _____
		as named in the Letter of Bid

If some payments are to be made in a currency/currencies not named in the first page of the Letter of Bid:

Proportions of Local and Foreign Currency amounts for calculating payments	14.15(a)(i)	
--	-------------	--

Currency Unit	Percentage payable in the Currency	Rate of exchange: number of Local per unit of Foreign
Local: _____ [name]	_____	1.000
Foreign: _____ [name]	_____	_____
_____ [name]	_____	_____
_____ [name]	_____	_____

Maximum total liability of the Contractor to the Employer 17.6..... The product of _____ [Insert a multiplier less than or greater than one] times the Accepted Contract Amount

Periods for submission of insurance:
 (a) evidence of insurance 18.1 _____ days
 (b) relevant policies 18.1 _____ days

Maximum amount of deductibles for insurance of the Employer's risks 18.2(d)

Minimum amount of third-party insurance 18.3

The DAB shall be 20.2 *Either:*
 _____ One sole Member/adjudicator
Or:
 _____ A DAB of three Members

Appointment (if not agreed) to be made by 20.3 The President of FIDIC or a person appointed by the President

If there are Sections:
 Definition of Sections:

Description (Sub-Clause 1.1.5.6)	Value: percentage* of Accepted Contract Amount	Time for Completion (Sub-Clause 1.1.3.3)	Delay Damages (Sub-Clause 8.7)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9.

[Note to the Employer: In the above Appendix, the text shown in italics is intended to assist the drafter of a particular contract by providing guidance on which provisions are relevant to the particular contract. This italicised text should not be included in the Bidding documents, as it will generally appear inappropriate to Bidders.]

Annex To Appendix To Bid - Tables of Adjustment Data (To be used only for adjustable price contracts)

[In Tables A and B, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code*	Index description*	Source of index*	Base value and date*	Bidder's related currency amount	Bidder's proposed weighting
	Non-adjustable	—	—	—	A: _____* B: _____ C: _____ D: _____ E: _____
Total					1.00

[To be entered by the Employer. Whereas "A" should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]*

[Note to Employer: It is recommended that the Employer is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved].

Table B. Foreign Currency (FC)

State type: [If the Bidder is allowed to quote in local and foreign currencies and the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
	Non-adjustable	—	—	—		A: _____ * B: _____ * C: _____ * D: _____ * E: _____ *
Total						1.00

[* To be entered by the Employer. Whereas "A" should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Summary of Payment Currencies

Table: Alternative A*

To be used only with Alternative A. Prices quoted in the Local Currency (ITB 16.1).

For: _____ *[insert name of Works]*

	A	B	C	D
Name of payment currency	Amount of Currency	Rate of Exchange (Local Currency per Unit of Foreign)	Local Currency Equivalent $C = A \times B$	Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency #3 _____				
Total Bid Price				100.00
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
TOTAL BID PRICE (including provisional sum)				

*This table is to be filled out by the Bidder in accordance with the relevant ITB. The completed table will be used for Bid evaluation purposes only and **will not form part of the Contract**. However, the relevant data from this completed table must be taken forward and included in the relevant section of the Appendix to Bid (i.e., for Sub-Clause 14.15(a)(i)) by the Bidder.

Table: Alternative B*

To be used only with Alternative B Prices directly quoted in the currencies of payment. (ITB 16.1)

Summary of currencies of the Bid for *[insert name of Works]*

<i>Name of Currency</i>	<i>Amounts Payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	<i>[To be entered by the Employer]</i>

* This table is to be filled out by the Bidder in accordance with the relevant ITB. The completed table will be used for Bid evaluation purposes only and **will not form part of the Contract**. However, the relevant data from this completed table must be taken forward and included in the relevant section of the Appendix to Bid (i.e., for Sub-Clause 14.15) by the Bidder and in the Letter of Bid

Schedule of Priced Activities and Sub-activities

[See ITB 15.1 of the BDS if any adaptation is needed to the text below. Particular attention should be given to ITB 15.7 and the corresponding BDS.]

The Bid price shall be a lump sum for the design, execution and completion of the Works and remedying of any defects therein, in conformity with the Bid document. The Bidder shall fill in prices for all items of the Works described in the Price Schedules/Schedules of Payment. Items against which no price is entered by the Bidder shall be deemed covered by the prices for other items in the Price Schedules/Schedule of Payments and will not be paid for separately by the Employer. Pricing of the items listed in the Price Schedules/Schedule of Payments shall be based on the Bidders design and the Bidders may extend or amend the listed items to the extent permitted by the Bid document.

[It is imperative that the Employer provides comprehensive notes, guidance and instructions to Bidders regarding all aspects of the price schedules, including how Bidders may add to the listed 'Description of Activities', that the lump-sum Accepted Contract Amount is an 'all-in' price that covers all the work necessary to design, execute and complete the contract, how the pricing of the operational, maintenance, etc. schedules are to be completed (including where the figures

that the costs are based on should come from and what they should be linked to (e.g. performance guarantees)) and so on.]

included in the Bidding Document, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Bid Summary in order to make the basic Schedule of Daywork Rates competitive. If a Daywork schedule is not included, Sub-Clause 13.6 of the General Conditions will not apply].

General

Reference should be made to the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Daywork Labour

In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labour**, together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:

- (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with [*country of Recipient*] law. The basic rates will be payable in local currency only.
- (b) The additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of staging, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:

- (i) foreign: _____ percent (to be stated by Bidder).³
- (ii) local: _____ percent (to be stated by Bidder).

[Note to the Employer: This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor's overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly.]

Daywork Materials

The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials**, together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

- (a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.
- (b) the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:
 - (i) foreign: _____ percent (to be stated by the Bidder);⁴
 - (ii) local: _____ percent (to be stated by the Bidder);
- (c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

³ The Bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

⁴ The Bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

Daywork Contractor's Equipment

The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor's Equipment**. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. *[Note to the Employer: This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials.]* The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour. *[Note to the Employer: An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor's Equipment. The last sentence of this paragraph 5 should then be modified accordingly.]*

In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

The basic rental rates for Contractor's Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:

- (i) foreign: __ percent (to be stated by the Bidder).⁵
- (ii) local: ____ percent (to be stated by the Bidder).

Schedule of Daywork Rates: 1. Labour

Item No.	Description	Unit	Nominal Quantity	Rate	Extended Amount

⁵ The Bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

Daywork Summary

Item	Amount^a ()	% Foreign
1. Total for Daywork: Labour		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (Carried forward to Bid Summary, p. __)	_____	_____

a. The Employer should insert local currency unit.

Summary of Specified Provisional Sums

Bill No.	Item No.	Description	Amount
1			
2			
3			
4			
		[To be entered by the Employer, delete if not applicable] provisional sums for the Employer's portion of DAB costs i.e. 50%	
		[To be entered by the Employer; Delete if not applicable:] Provisional sums for any specific ESHS outcomes.	
etc.			
Total for Specified Provisional Sums (Carried forward to Grand Summary (B), p. ___)			

Sample Schedule of Partial Operation Costs¹

(as may be applicable to a wastewater treatment plant)

Item	Description	Unit of Measurement	Quantity	Unit Cost (USD)	Total Cost per annum (USD)
1.	Global Electric Power consumption (including HVAC of buildings and other facilities) based on an average removed daily BOD ₅ load of ? [TBC by Employer] BOD ₅ kg/day and daily flow of ? m ³ /day [TBC by Employer]	kWh/year		(including VAT) [insert amount] USD	
2.	Chemical consumption				
2.1	- Total polymer consumption for mechanical surplus sludge thickening based on an average daily surplus sludge load at not less than 0.2% dosage [TBC by Employer]	Active substance / year		(including VAT) 3.5 USD/kg	
TOTAL SCHEDULE					

¹ Base data for calculation is included under Table ___ **[Employer to insert]** of the Contractor's Plant Performance Guarantee in Section ___ **[Employer to insert]** of this Volume ___ **[Employer to insert]**.

Grand Summary

General Summary	Page	Amount
<i>Subtotal of Activities</i>	(A)	
<i>Total for Daywork (Provisional Sum)*</i>	(B)	
<i>Specified Provisional Sumsⁱⁱ</i>	(C)	[sum]
<i>Total of Activities and Provisional Sums (A + B + C)ⁱ</i>	(D)	
<i>Add Provisional Sum for Contingency Allowance (if any)ⁱⁱ</i>	(E)	[sum]
<i>Bid price (D + E) (Carried forward to Letter of Bid)</i>	(F)	

*For evaluation purposes, Provisional Sum, other than Daywork will be excluded.

ⁱAll Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with the General Conditions, except with respect to DAB Fees and Expenses.

ⁱⁱTo be entered by the Employer.]

[Note to Employer: The schedule below is to be used where a partial operational cost is to be taken into account during Bid evaluation but may be amended where operation and maintenance costs or life cycle costs are to be used in the evaluation.]

Schedule of Bid Evaluation Sum

Bid Evaluation	
BID PRICE (AS ABOVE)	
PARTIAL OPERATION COST AS SCHEDULE (___)⁺ x 14⁺⁺	
TOTAL BID EVALUATION SUM	

^fEmployer to insert the relevant schedule and/or page number.

⁺⁺The use of 14 (years) corresponds to the example given in Section III Evaluation and Qualification Criteria. The Employer may insert a different number, as appropriate.]

Schedule of Payments

[Note to the Employer:

1. *If payments to the Contractor are to be made in instalments pursuant to GC Sub-Clause 14.4, then the Employer shall include the following in this Schedule.*
 - (a) *Table of Instalments,*
 - (b) *Currencies of Payment,*
 - (c) *Applicable Exchange Rates,*
 - (d) *Plant and Materials- If GC Sub-Clause 14.5 applies:*
 - (i) *-14.5(b)(i)-Plant and Materials for payment when shipped **[Include list, or state N/A if this is already taken into consideration in the Table of Instalments].***
 - (ii) *-14.5(c)(i)-Plant and Materials for payment when delivered to the Site **[Include list, or state N/A if this is already taken into consideration in the Table of Instalments].***

Please note the default position in accordance with GC Sub-Clause 14.4 when the Contract does not include a Schedule of Payments.

2. *If payments to the Contractor are to be made based on completion of Milestones (if any and as defined and described in the Contract), then the Employer shall include in the Schedule of Payment making explicit reference to the Milestone payments. To minimise the risk of disagreements, such payment milestones shall be carefully specified].*

Schedule of Performance Guarantees and Performance Damages

[If applicable, insert the guarantees required by the Employer for performance of the Works or any part of the Works (as the case may be), and stating the applicable Performance Damages payable in the event of failure to attain any of the guaranteed performance (s). See Sub-Clauses 12.1-12.4 of the Conditions of Contract].

Other Schedules

*[Any other schedules that are required by the Employer may be added here, but **only** if they are related to the Financial Part of the Bid].*

Section V. Eligible Countries

1. In reference to ITB 4.4 eligible countries are *[insert eligible countries which unless stated otherwise in the financing agreement will be CDB member countries]*.
2. In reference to ITB 5.1 materials, equipment and services to be supplied under the Contract and financed by CDB may have their origin in: *[insert “any country” unless stated otherwise in the financing agreement]*.
3. In reference to ITB 4.10, for the information of the Bidders, at the present time firms and individuals, supply of goods, or contracting of works or services, from the following countries are excluded from this Bidding process:

Under ITB 4.10 (a): *[insert a list of the countries following approval by CDB to apply the restriction or state “none”]*.

Under ITB 4.10 (b): *[list the countries or state “none”]*.

Section VI - Prohibited Practices and Other Integrity Related Matters

[Notes to the Client: This Section VI shall not be modified apart from in accordance with the advice accompanying 1 (b) (iii).]

1. CDB has a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB's adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, proposers, firms, suppliers, service providers, contractors, sub-contractors, Consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:
 - (a) defines, for the purposes of this provision, Prohibited Practices as follows:
 - (i) **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
 - (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party, to influence improperly the actions of a party; and
 - (v) **“obstructive practice”** is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its

knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts which impede the exercise of CDB's access, inspection and audit rights provided for under Paragraph 1. (f) below.
- (b) will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Proposer:
 - (i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;
 - (ii) is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or
 - (iii) is suspended or debarred by CDB for engaging in Prohibited Practices *[Note to client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text]* or against whom an MDB Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. *[Note to client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text]* Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;
 - (c) may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;
 - (d) will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;
 - (e) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and

- (f) requires Bidders, Proposers, Firms, Suppliers, service providers, Contractors, sub-contractors, Consultants, sub-consultants, suppliers, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB's request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB's Office of Integrity, Compliance and Accountability.
2. With the specific agreement of CDB, a Recipient may introduce, into Bid forms for contracts financed by CDB, an undertaking of the Bidder/Proposer to observe, in competing for and executing a contract, the laws of the country in which the Project is being carried out against Prohibited Practices, as listed in the Bidding or RFP documents, and similar associated documents¹⁰. CDB will accept the introduction of such undertaking at the request of a BMC, provided the arrangements governing such undertaking are satisfactory to CDB.
3. When conducting the evaluation of Bids/Proposals, the Recipient shall conduct integrity due diligence on Bidders/Proposers including to assess and mitigate any risks related to Prohibited Practices they may present and to check the eligibility of Bidders/Proposers against the lists of Firms and individuals temporarily suspended or debarred, pursuant to Paragraphs 1. (b), (c) and (d) above. The Recipient shall apply additional due diligence by closely supervising and monitoring any on-going contract (whether under prior or post review) executed by a Firm or individual which has been suspended or debarred in accordance with Paragraph 1. (b) and (c) after such contract was signed. The Recipient shall neither sign any new contracts nor sign any amendment, including any extension of time for completion, to an on-going contract with a temporarily suspended or debarred Firm or individual after the effective date of the suspension or debarment without CDB's prior review and no-objection (whether under prior or post review).

¹⁰ As an example, such an undertaking might read as follows: "We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against Prohibited Practices in force in the country of the [Purchaser or Employer], as such laws have been listed by the [Purchaser or Employer] in the Procurement Documents for this contract."

PART 2 –Employer’s Requirements and Supplementary Information

Section VII. Employer’s Requirements and Supplementary Information

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Employer’s Requirements

The Employer’s Requirements is a document produced by or on behalf of the Employer that define what the Employer requires Bidders to bid for and the Contractor, as the successful Bidder, to design and complete and how and within what parameters the Contractor is to design, complete, hand-over, remedy defects, operate (if required), supervise operation (if required) and complete the Contract.

The FIDIC Procurement Procedures Guide, 1st Edition 2011 provides a useful and informative overview on the Employer’s Requirements in Chapter 12.1.5.

To enable Bidders to offer appropriate solutions, the Employer must clearly specify the purpose for which the Works are intended (Sub- Clause 4.1 of the Conditions of Contract refers) and specify exactly the particular requirements for the completed Works. It will also be necessary to specify the tests that will be carried out on and after completion of the Works to verify compliance with the performance and any other requirements specified.

Employer’s Requirements can be anything from highly specific in detailing what the Employer requires to very open where the Employer may only specify an output or performance requirement. The Employer must clearly identify and understand what they require and need and prepare their documents accordingly. For example, an Employer may require a certain type of process is used by a Contractor to produce the required output/performance, perhaps based on their experience and familiarity with that process, or even specific elements within a process. An Employer may specify that a road or runway surfacing must be asphalt. It is important that the Employer finds a good balance within the Employer’s Requirements between leaving the design and completion of Works too open for the bidders and, therefore, open to abuse and the risk that the completed works

are not what was expected or wanted and perhaps even not really fit for purpose (though refer to Sub-Clause 4.1 of the GC) and over-specifying precise requirements such that the advantages of a design and build procurement are lost and more traditional Employer design-bid-build (i.e FIDIC 'Red' Book) would be more appropriate (and cheaper).

Care must also be taken to ensure that cheap, high maintenance options (for example, regarding plant and equipment to be provided and installed) cannot be offered and that the technical standards and performance of the Works will be very similar for all bids received, regardless of the process, specifics, etc offered.

Technical specifications and standards (e.g. design standards) are a key part of the Employer's Requirements and as important in a design and build bid document/contract as in an Employer-design form of contract. **Bidders must not be left to propose or identify their own technical or other specifications and standards which would then be incorporated into the Contract.** The Employer's Requirements must include all technical and other specifications and standards that may be required during the design and execution/completion of the Works.

For a design and build contract, detailed drawings would not generally be provided when inviting Bids. It would, however, be useful to include conceptual drawings and/or outline design to supplement or help explain the general concept of the Employer's needs. Bidders should be advised to the extent to which the Employer's outline design is a suggestion or a requirement. At the very least, drawings showing the location and extent/boundary of the Site, setting-out points/benchmarks and any other important information should be included.

The Employer's Requirements should include, as appropriate, information for the following list of Sub-Clauses of the Conditions of Contract that make reference to matters to be included in the Employer's Requirements. However, it may also be necessary under other Sub-Clauses for the Employer to give specific information in the Employer's Requirements e.g. Sub-Clause 7.2 [Samples] The following is a non-exhaustive list of Sub-Clauses within the FIDIC 1999 General Conditions of Contract for Plant and Design-Build:

- Intended Purpose for which the Works are required (P&DB 4.1)*
- Care and Supply of Documents (P&DB 1.8)*
- Permissions being obtained by the Employer (P&DB 1.13)*
- Phased Possession and Right of Access to the Site (P&DB 2.1)*
- Other Contractors (and Others) on the Site (P&DB 4.6)*
- Setting Out Points, Lines and Levels of Reference (P&DB 4.7) (Not actually Employer's Requirements, but refers to Contract)*
- Third Parties (P&DB 4.14)*
- Environmental Constraints (P&DB 4.18)*
- Electricity, Water, and Other Services available on the Site (P&DB 4.19)*
- Employer's Equipment and Free-Issue Material (P&DB 4.20)*
- Criteria for Design Personnel (P&DB 5.1)*
- Contractor's Documents required, and whether for Approval (P&DB 5.2)*
- Technical Standards and Building Regulations (P&DB 5.4)*
- Operational Training for the Employer's Personnel (P&DB 5.5)*

As-built Documents (P&DB 5.6)
Operation and Maintenance Manuals (P&DB 5.7)
Engagement of Staff and Labour (P&DB 6.1)
Facilities for Personnel (P&DB 6.6) – Accommodation and Miscellaneous Equipment for the Engineer
Samples (P&DB 7.2) (Not actually Employer’s Requirements, but refers to Contract)
Testing during Manufacture and/or Construction (P&DB 7.4) (Not actually Employer’s Requirements, but refers to Contract)
Royalties, Rents and Other Payments (P&DB 7.8)
Tests on Completion (P&DB 9.1) (Not actually Employer’s Requirements)
Damages for Failure to Pass Tests on Completion (P&DB 9.4) (Not actually Employer’s Requirements, but refers to Contract)
Tests after Completion (P&DB 12.1) (Not actually Employer’s Requirements, but refers to Contract)
Tests after Completion (P&DB 12.1) (Not actually Employer’s Requirements, but refers to Contract)
Non-performance Damages for Failure to Pass Tests after Completion (P&DB 12.4). (Not actually Employer’s Requirements, but refers to Contract)

It can be very helpful to Bidders if all of the General Condition references are addressed in an early section of the Employer’s Requirements and state either the relevant information or where the relevant information can be found or that this information is not relevant.

For additional information to be included in regards to Environmental and Social (ESHS) aspects, please see the relevant Particular Conditions, including Appendix B of the Particular Conditions.

Any additional sustainable procurement technical requirements (beyond the ESHS requirements stated in the ESHS Requirements section below) for the Works shall be clearly specified. Please refer to the Procurement Policy for Projects Financed by CDB and the Procurement Procedures for Projects Financed by CDB and any associated guidance notes for further information. The sustainable procurement requirements shall be specified to enable evaluation of such requirements on a pass/fail basis and/or rated criteria (point system), as appropriate. To encourage Bidders’ innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments and/or rated criteria evaluation for the purpose of Bid comparison, Bidders may be invited to offer Works that exceed the specified minimum sustainable procurement requirements.

Environmental, Social, Health and Safety (ESHS) Requirements

The Employer’s team preparing the ESHS requirements should include a suitably qualified Environmental and Social specialist/s.

In preparing detailed specifications for the ESHS requirements the Recipient should refer to and consider the applicable environmental and social standards in the Environmental and

Social Management Plan and other studies as well as SGBV prevention and management obligations.

The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and the corresponding Particular Conditions of Contract).

Payment for ESHS Requirements

The total of the prices of the activities in the Activity Schedule is the Bidder's offer to complete the works in accordance with the Contract. This includes all of the Contractor's ESHS obligations under the Contract.

Provisional sums may be specified by the Employer for achieving specific ESHS outcomes. (e.g. for HIV counselling service, and SGBV or to encourage the Contractor to deliver ESHS outcomes beyond the requirement of the Contract).

Specifications

[See notes above in the Employer's Requirements on drafting the specifications and design standards. The specifications and standards should set out all the applicable requirements and standards that may apply to the Works.]

Drawings

[See notes in the above Employer's Requirements regarding the conceptual (and other) drawings to be included in the Bid Document and subsequent Contract.]

Although the Employer's Requirements that address the Employer's specific requirements should also include clear statements as to how much of what is shown on the drawings are a suggestion or requirement, the drawings included in this section should also reflect those requirements, which should be repeated and/or shown.]

Outline Design

[As noted in the above Employer's Requirements, the Employer may wish to include their outline design for the Contractor's use/information, in which case it should be made clear in the written Employer's Requirements and repeated in this section of the Employer's Requirements how much or what elements of the design are a suggestion and how much or what of it are a suggestion.]

Supplementary Data and Information

[It is essential that the provision of a supplementary data and information aligns with the Conditions of Contract regarding the basis on which it is to be provided. For example, it must be clearly stated that all information and data (unless otherwise clearly stated) contained in the Bid Document or provided via link is provided for information only and that the Bidder/Contractor is responsible for interpreting (and subsequently making use of) such data and information. Sub-Clauses 4.10 [Site Data] and 4.11 [Sufficiency of the Accepted Contract Amount] refer, and Sub-Clause 4.12 [Unforeseeable Physical Conditions] is also relevant and important and should be taken into account with regard to supplementary data and information.

Supplementary data and information that may be provided could include:

- *data regarding sub-surface and hydrological conditions at the Site;*
- *environmental aspects of the Site;*
- *topographic information;*
- *land ownership information;*
- *as-built records of existing infrastructure;*
- *utility information;*
- *planning and zoning constraints;*
- *orders, consents, permits, licences and compliance requirements;*
- *building/construction restrictions; and*
- *any other relevant information.*

It should be remembered that only factual reports and information should be provided – interpretive reports and information should never be provided. It should also be remembered that the more relevant the information that can be provided to the Bidders (right up to the Base Date), the better, as this will allow the Bidders to take more informed decisions, reduce their risks (which should be reflected in a better Bid price) and reduce claims and disputes that often arise due to lack of information and/or unforeseeability.

When the Contract document is being compiled, the supplementary data and information provided to Bidders should be incorporated under the Contract Agreement/Conditions of Contract Sub-Clause 1.5 [Priority of Documents] “any other documents forming part of the Contract” item.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions (GC)

Yellow Book:

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The Conditions of Contract comprise the “General Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works Designed by the Contractor” first edition 1999 published by the Federation Internationale Des Ingenieurs-Conseils (FIDIC), and the following “Particular Conditions” which include amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. “Conditions of Contract for Plant & Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works Designed by the Contractor” must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

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Section IX – Particular Conditions (PC)

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In Sub-Clause 1.1.1.5 [Definitions – The Contract – **Employer’s Requirements**], after “technical”, insert
“, performance and evaluation”

In Sub-Clause 1.1.1.6 [*Definitions – The Contract – Schedules*], after “prices”, insert
“and/or rates, and guarantees”

In Sub-Clause 1.1.1.7 [*Definitions – The Contract – Contractor’s Proposal*], after “proposal”, insert
“, or such other document or part of the Tender stated or implied as being the Contractor’s proposal, for the design, construction and completion of the Works and the remedying of any defects”

Following Sub-Clause 1.1.2.10 [*Definitions – Parties and Persons – FIDIC*], add the following definitions

1.1.2.11 “**Bank**” means the Caribbean Development Bank

1.1.2.12 “**Borrower**” means the person (if any) named as the borrower in the Appendix to Tender.”

In Sub-Clause 1.1.5.5 [*Definitions – Works and Goods – Plant*], delete the entire paragraph and replace with

“**Plant**” means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works, including vehicles and equipment purchased for the Employer and relating to the construction or operation of the Works.”

In Sub-Clause 1.1.6.1 [*Definitions – Other Definitions – Contractor’s Documents*], after “means the” in the first line, insert

“documents prepared by the Contractor as described in Sub-Clause 5.2 [*Contractor’s Documents*], including digital files,”

In Sub-Clause 1.1.6.4, delete the entire paragraph and replace with

“**Exceptional Event**” means an exceptional event or circumstance as defined in Sub-Clause 19.1 [*Definition of Exceptional Event*] of these Conditions of Contract.”

Following Sub-Clause 1.1.6.9 [*Definitions – Other Definitions – Variation*], add the following definitions:

1.1.6.10 “**C-ESHSMMP**” means the Contractor’s Environmental, Social, Health and Safety Management Plan and is the term used to describe one coordinated document which comprises all the Contractor’s MSIPs and any additional MSIPs the Engineer deems necessary to manage the ESHS risks and impacts of the ongoing Works.

1.1.6.11 “**Dispute**” means any situation where:

- (a) One Party makes a claim against the other Party, where a claim may be

-
- (i) a request or assertion by one Party (or the Engineer) to the other Party (or the Engineer) for an entitlement or relief under any Clause of the Conditions of Contract or otherwise in connection with, or arising out of, the Contract or the execution of the Works, or
 - (ii) a matter to be determined by the Engineer under the Conditions of Contract;
- (b) the other Party (or the Engineer) rejects and/or disapproves the claim in whole or in part; and
- (c) the first Party does not acquiesce,

provided however that a failure by the other Party (or the Engineer) to oppose or respond to the claim, in whole or in part, may constitute a rejection if, in the circumstances, the DAB or the arbitrator(s), as the case may be, deem it reasonable for it to do so.

1.1.6.12 “**DAA**” means the Dispute Adjudication Agreement described in the Appendix to the General Conditions. For the avoidance of doubt, this Appendix (the General Conditions of Dispute Adjudication Agreement) and the annexed Procedural Rules form part of the General Conditions.

1.1.6.13 “**ESHS**” risks means Environmental, Social, Health and Safety (including SGBV) risks.

1.1.6.14 “**MSIPS**” means the Management Strategies and Implementation Plans detailed in the Tender document and/or the Contract, or which the Engineer subsequently deems necessary that the Contractor prepares to manage the ESHS risks.

1.1.6.15 “**SGBV**” means Sexual and Gender Based Violence, as defined and explained in Appendix B to the Particular Conditions.”

Sub-Clause 1.2 Interpretation

At the end of sub-paragraph (c), delete “, and” and replace with a semi-colon.
At the end of sub-paragraph (d), delete the full stop and replace with a semi-colon.

After sub-paragraph (d), add

-
- (e) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”;
 - (f) “may” means that the Party or person referred to has the choice of whether or not to act regarding the matter referred to;
 - (g) “shall” means that the Party or person referred to has an obligation under the Contract to perform the duty referred to;
 - (h) “consent” means that the Employer, the Contractor or the Engineer (as the case may be) agrees to or gives permission for, the requested matter; and
 - (i) words indicating persons or parties shall be interpreted as referring to natural and legal persons (including corporations and other legal entities);

In the Contract, provisions including the expression “Cost plus reasonable profit” require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Appendix to Tender.

All references in the Contract to the term “Force Majeure” shall be replaced by the term “Exceptional Event” or “Exceptional Events”, as the context dictates.

All references in the Contract to “dispute” or “disputes” shall be replaced by “Dispute” or “Disputes”, as the context dictates.”

Appendices A and B to these Particular Conditions shall be read and construed as forming part of these Particular Conditions.

Sub-Clause 1.3 Communications

In the first line of paragraph 1, delete “or issuing of” and insert “, issuing, providing, sending, submitting or transmitting any type of communication, including”.

In sub-paragraph (a), after “in writing”, insert “, signed by the Contractor’s Representative, the Engineer or the authorised representative of the Employer (as the case may be),”

In sub-paragraph (a), insert “(against receipt)” after the word “mail” and the word “courier”.

After paragraph 1, insert the following paragraphs

“A notice shall be clearly identified as a notice and shall state under which Sub-Clause(s) of these Conditions it is issued. Other forms of communication shall

state under which Sub-Clause(s) of these Conditions it is issued and the provision(s) of the Contract under which it is issued, as may be appropriate for the given communication. For the avoidance of doubt, minutes of meeting(s) shall not constitute a notice.

Where these Conditions state that a communication is to be delivered, sent, submitted, given, issued or provided, it shall have effect when it is received (or deemed to have been received) at the recipient's address specified under subparagraph (b) above. An electronically transmitted communication shall be deemed to have been received on the next working day after transmission, where a working day is deemed to be a day that is not a locally recognised day of rest (where a day of rest shall include religious and public holidays recognised as such in the Country) and provided that no non-delivery notification was received by the sender."

Sub-Clause 1.4 Law and Language

Delete the second and third paragraphs and replace with
"The ruling language of the Contract shall be that stated in the Appendix to Tender.

The language for communications shall be that stated in the Appendix to Tender. If no language is stated there, the language for communications shall be the ruling language of the Contract."

Sub-Clause 1.5 Priority of Documents

In item (d), after "Conditions", insert
", including Appendices A and B thereto"

In item (g), delete the word "and".

In item (h), delete "and any other documents forming part of the Contract." and replace with ", and"

After item (h), insert a new item as follows

"(i) any other documents forming part of the Contract."

Following the new item (i) above, insert the following paragraph
"Tender clarifications, records of Contract negotiations, agreed amendments, addenda and the like included in the Contract Agreement shall have the order of precedence of the document they are modifying".

Delete the last paragraph and replace with

"If a Party becomes aware of an ambiguity or discrepancy in the documents, that Party shall promptly give notice to the Engineer, describing the ambiguity or discrepancy. After receiving such notice, or if the Engineer becomes aware of an ambiguity or discrepancy in the documents, the Engineer shall issue the necessary clarification or instruction."

Sub-Clause 1.6 Contract Agreement

After “otherwise” at the end of the first sentence, insert
“and/or the governing law of the country (or other jurisdiction) stated in the Appendix to Tender does not require a Contract Agreement for a contract to be legally formed”

Sub-Clause 1.7 Assignment

In sub-paragraph (b), after “Contract”, insert
“without the prior agreement of the other Party”

Sub-Clause 1.8 Care and Supply of Documents

Delete the last paragraph and replace with
“If a Party (or the Engineer) becomes aware of an error or defect (whether of a technical nature or otherwise) in a document which was prepared for use in the execution of the Works, the Party (or the Engineer) shall promptly give a Notice of such error or defect to the other Party (or to the Parties).”

Sub-Clause 1.10 Employer’s Use of Contractor’s Documents

Delete sub-paragraph (c) and replace with
“(c) in the case of Contractor’s Documents (and such other design documents, if any) which are in the form of electronic or digital files, computer programs and other software, permit their use on any computer on the Site and/or at the locations of the Employer and the Engineer and/or at other places as envisaged by the Contract; and”

Following sub-paragraph (c), insert a new sub-paragraph (d) as follows
“(d) in the event of termination of the Contract under Sub-Clause 15.2 [*Termination by Employer*], entitle the Employer to copy, use and communicate the Contractor’s Documents (and other design documents made by or for the Contractor, if any) for the purpose of completing the Works and/or arranging for any other entities to do so.”

Sub-Clause 1.12 Confidential Details

Delete the text of Sub-Clause 1.12 and replace with
“The Contractor’s and the Employer’s Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information

otherwise required to establish the Contractor's qualifications to compete for other projects.

The Employer's Personnel shall treat all information provided by the Contractor and marked "confidential", as confidential. The Employer's Personnel shall not disclose or permit to be disclosed any such information to third parties, except as may be necessary when exercising the Employer's rights under Sub-Clause 15.2 [*Termination by Employer*].

The obligation of confidentiality under this Sub-Clause shall not apply where the information:

- (a) is sought by CDB in relation to its inspection and audit rights under Particular Conditions Sub-Clause 1.15 [*Inspections and Audits by the Bank*];
- (b) was already in a Party's possession without an obligation of confidentiality before receipt from the other Party;
- (c) becomes generally available to the public through no breach of these Conditions; or
- (d) is lawfully obtained by the Party from a third party which is not bound by an obligation of confidentiality."

Sub-Clause 1.13 Compliance with the Laws

At the end of sub-paragraph (a), delete the word "and".

At the end of sub-paragraph (b), delete the full stop and replace with a semi-colon.

Following sub-paragraph (b), add the following

- “(c) within the time(s) stated in the Employer's Requirements, the Contractor shall provide such assistance and all documentation, as described in the Employer's Requirements or otherwise reasonably required by the Employer, so as to allow the Employer to obtain any permit, permission, licence or approval under sub-paragraph (a) above; and
- (d) the Contractor shall comply with all permits, permissions, licences and/or approvals obtained by the Employer under sub-paragraph (a) above.

If, having complied with sub-paragraph (c) above, the Contractor suffers delay and/or incurs Cost as a result of the Employer's delay or failure to obtain any permit, permission, licence or approval under sub-paragraph (a) above, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [*Contractor's Claims*] to:

-
- (i) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [*Extension of Time for Completion*], and
 - (ii) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [*Determinations*] to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time and/or payment of such Cost or profit.

If the Employer incurs additional costs as a result of the Contractor's failure to comply with:

- sub-paragraph (c) above; or
 - sub-paragraph (b) or (d) above, provided that the Employer shall have complied with the requirement under Sub-Clause 2.2 [*Permits, Licences or Approvals*] to provide reasonable assistance,
- the Employer shall be entitled subject to Sub-Clause 2.5 [*Employer's Claims*] to payment of these costs by the Contractor."

Additional Sub-Clauses

Following Sub-Clause 1.14 [*Joint and Several Liability*], add the following new Sub-Clauses:

Sub-Clause 1.15 Inspections and Audit by the Bank

"Pursuant to paragraph f. of Appendix A to these Particular Conditions, the Contractor shall permit and shall cause its agents (where declared or not), Subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 1.16 [*Prohibited Practices and Other Integrity Related Matters*] which provides, *inter alia*, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a declaration of ineligibility pursuant to the Bank's prevailing suspension and sanctions procedures)."

Sub-Clause 1.16 Prohibited Practices and Other Integrity Related Matters

"The Bank requires compliance with the Bank's position on Prohibited Practices and its prevailing suspension and sanctions policies and procedures, as set forth in Appendix A to these Particular Conditions.

The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.”

CLAUSE 2 The Employer

Sub-Clause 2.4 Employer’s Financial Arrangements

Delete the text of Sub-Clause 2.4 and replace with

“The Employer’s arrangements for financing the Employer’s obligations under the Contract shall be stated in the Appendix to Tender.

If the Employer intends to make any material change (affecting the Employer’s ability to pay the part of the Contract Price remaining to be paid at that time as estimated by the Engineer) to the Employer’s financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.

If the Contractor:

- (a) receives an instruction to execute a Variation with a price greater than ten percent (10%) of the Accepted Contract Amount, or the accumulated total of Variations exceeds thirty percent (30%) of the Accepted Contract Amount;
- (b) does not receive payment in accordance with Sub-Clause 14.7 [*Payment*]; or
- (c) becomes aware of a material change in the Employer’s financial arrangements, which the Contractor has not received notice of under this Sub-Clause,

the Contractor may request and the Employer shall, within 28 days after receiving this request, provide reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the part of the Contract Price remaining to be paid at that time (as estimated by the Engineer) in accordance with Clause 14 [*Contract Price and Payment*].”

Sub-Clause 2.5 Employer’s Claims

In the first line of the first paragraph, after the words “entitled to”, insert “a reduction in the Contract Price and/or to”

In the first paragraph, after the words “notice is not required for”, insert

“claims under the Performance Security for amounts to which the Employer is entitled under the Contract, as set out in sub-paragraphs (a) to (d) of Sub-Clause 4.2 [*Performance Security*], or for”

CLAUSE 3 The Engineer

Sub-Clause 3.1 Engineer's Duties and Authority

Following the first paragraph, insert the following

“If the Engineer is a legal entity and a natural person employed by the Engineer is not named in the Appendix to Tender, a natural person employed by the Engineer shall either be named in the Appendix to Tender or shall be appointed after the Contractor receives the Letter of Acceptance. This natural person shall be authorised to act on behalf of the Engineer under the Contract.

Where the Engineer is a legal entity, the Engineer shall give notice to the Parties of the natural person (or any replacement) appointed and authorised to act on its behalf. The authority shall not take effect until this notice has been received by both Parties. The Engineer shall similarly give notice of any revocation of such authority.”

In the third paragraph (of the General Conditions), following the second sentence (ending “in the Particular Conditions”), insert

“The Engineer shall not be required to obtain the Employer’s consent, approval or the like before or while the Engineer exercises or is exercising the Engineer’s authority under Sub-Clause 3.5 [*Determinations*].”

In sub-paragraph (c), after “request,”, insert
“review,”

In sub-paragraph (c), after the word “disapproval”, insert
“and/or the deemed issuing of a notice of no objection, consent, approval and the like”

Sub-Clause 3.2 Delegation by the Engineer

Following the words “Sub-Clause 3.5 [*Determinations*]” in the first paragraph insert the following (as a continuation of the final sentence)

“, though the authority to consult with each Party following the issuing of a notice and to consult with each Party in an endeavour to reach agreement may be delegated”

Sub-Clause 3.4 Replacement of the Engineer

Delete the text of Sub-Clause 3.4 and replace with

“If the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.

If the Engineer is unable to act as a result of death, illness, disability, resignation or termination (of his contract with the Employer), or is unwilling to carry out any of his duties, other than for a cause attributable to the Employer, the Employer shall be entitled to immediately appoint a replacement upon giving notice to the Contractor of the name, address and relevant experience of the replacement and the reasons for the replacement.”

Sub-Clause 3.5 Determinations

Delete the second paragraph and replace with

“The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars. Each agreement shall be signed by both Parties and shall be included with the notice. Each agreement or determination shall be binding on the Parties who shall give effect to each agreement or determination within the time or times set out in the agreement or determination or, if no time was stated, within a reasonable time (which time shall not exceed 28 days) unless and until corrected under this Sub-Clause and/or, for a determination, revised under Clause 20 [*Claims, Disputes and Arbitration*].

If, within 14 days after issuing or receiving the Engineer’s notice of determination, any error of an arithmetical nature or significant error of a typographical or clerical nature that changes the intended meaning of the determination is found:

- (a) by the Engineer, then he shall advise the Parties accordingly; or
- (b) by a Party, then that Party shall give notice to the Engineer, stating that it is given under this Sub-Clause and clearly identifying the error.

The Engineer shall within 7 days of advising the Parties of an error or receiving notice under sub-paragraph (b) above, give notice to both Parties of the correction to the determination. Thereafter, the notified correction to the determination when taken in conjunction with the determination shall be treated as the agreement or determination for the purposes of these Conditions. If the Engineer does not agree there was an error, he shall advise the Parties accordingly.

CLAUSE 4 The Contractor

Sub-Clause 4.1 Contractor’s General Obligations

Before the first paragraph in the General Conditions, insert

“Contractors or joint venture partners shall have the nationality of an eligible country as detailed under Section V of the tender document and shall comply with the following:

- be legally constituted, incorporated or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of

constitution or association) and its registration documents, as the case may be, and have their principal place of business in an eligible country;

- be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and
- shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e. more than fifty (50) percent of the value of the contract, will accrue or be paid to sub-contractors or sub-consultants that are not from an Eligible Country.

All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.”

After “Contract” in the third line of the first paragraph (of the General Conditions), insert

“(or, where no purpose(s) are so defined, fit for their ordinary purpose(s))”

After “Plant” in the second paragraph (of the General Conditions), insert
“(including spare parts, if any)”

At the end of Sub-Clause 4.1, insert

“Prior to commencing the execution of the Works, the Contractor shall submit to the Engineer for review the C-ESHSMP, which shall comprise the re-submission of all the individual MSIPs submitted with the Tender, revised and updated as necessary to ensure compliance with the ESHS provisions of the Contract. The Contractor shall review the C-ESHSMP periodically (but not less than every six (6) months) and update it as and when required, including any additional MSIPs the Engineer deems necessary to manage the ESHS risks and impacts of ongoing Works, to ensure that it contains measures appropriate to the Works, the Contractor’s associated activities and those of the Contractor’s Subcontractors and suppliers. Updated C-ESHSMPs shall be submitted to the Engineer for review immediately after there has been an update to the preceding version.

The C-ESHSMP shall be deemed a Contractor’s Document. The procedures for the review of the C-ESHSMP and its updates shall be as described in these Conditions of Contract Sub-Clause 5.2 [*Contractor’s Documents*].

The Contractor shall provide relevant Contract-related information, as the Employer and/or Engineer may reasonably request to conduct stakeholder engagements. “stakeholder” refers to individuals or groups who:

- (i) are affected or likely to be affected by the Contract; and

(ii) may have an interest in the Contract.

The Contractor shall also directly participate in stakeholder engagements, as the Employer and/or Engineer may reasonably request.”

Sub-Clause 4.2 Performance Security

Delete the text of sub-paragraph (b) and replace with
“failure by the Contractor to pay the Employer an amount due, as agreed or determined under Sub-Clause 3.5 [*Determinations*] or agreed or decided under Clause 20 [*Claims, Disputes and Arbitration*], within 42 days after the date of the agreement or determination or decision or arbitral award (as the case may be),”

After the fourth paragraph, insert the following additional paragraph
“Sub-Clause 2.5 [*Employer’s Claims*] shall not apply to claims made under the Performance Security for amounts to which the Employer is entitled under the Contract as set out in sub-paragraphs (a) to (d) above.”

After the final paragraph, insert the following additional paragraph
“If the Engineer gives notice with supporting particulars to the Contractor that the amount of the Accepted Contract Amount has increased or decreased by more than 15%, the Contractor shall, at the Engineer’s request promptly increase, or may decrease, as the case may be, the value of the Performance Security by an equal percentage. If the Performance Security is provided in more than one currency, the increase or decrease in the value of the Performance Security shall be proportional to the percentage increase or decrease of the currencies affected.”

Sub-Clause 4.3 Contractor’s Representative

At the end of Paragraph 3 after “replacement”, add
“(unless the Contractors’ Representative is unable to act as a result of death, illness, disability or resignation, in which case the appointment shall be deemed to have been revoked with immediate effect and the appointment of a replacement shall be treated as a temporary appointment until the Engineer gives consent to this replacement, or another replacement is appointed, under this Sub-Clause)”

After the first sentence in the fourth paragraph, insert
“The Contractor’s Representative shall be based at the Site for the whole time that the Works are being executed at the Site.”

At the end of the last paragraph, add
“If the Contractor’s Representative and/or any of the competent person(s) to whom any powers, functions and authority have been delegated are not fluent in the language for communications, the Contractor shall make competent

interpreters available during all working hours in a number deemed sufficient by the Engineer.”

Sub-Clause 4.4 Subcontractors

Delete the text of Sub-Clause 4.4 in its entirety and replace with

“The Contractor shall not subcontract Works (including subcontract(s) for part or parts of the Works and for suppliers of Plant, Materials and Services) with a total accumulated value greater than the percentage of the Accepted Contract Amount stated in the Appendix to Tender or, if no percentage is stated in the Appendix to Tender, the whole of the Works.

The Contractor shall be responsible for the work of all Subcontractors and suppliers, for managing and coordinating all the Subcontractor’s and supplier’s works, and for the acts or defaults of any Subcontractor, supplier, Subcontractor’s or supplier’s agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Contract:

- (a) the Contractor shall not be required to obtain consent to suppliers of Plant and/or Materials and/or the suppliers of services or to a subcontract for a part or parts of the Works for which the Subcontractor and/or supplier is named in the Contract;
- (b) the prior consent of the Engineer shall be obtained to other proposed suppliers and Subcontractors where the value of the subcontract or accumulated value of multiple subcontracts with a proposed Subcontractor will be more than the percentage of the Accepted Contract Amount stated in the Appendix to Tender;
- (c) the Contractor shall give the Engineer not less than 28 days’ notice of the intended date of the commencement of each Subcontractor’s or supplier’s work, and of the commencement of such work on the Site; and
- (d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer in the event of termination under Sub-Clause 15.2 [Termination by Employer].

The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor and supplier.

The Contractor shall require that its Subcontractors and suppliers execute the Works in accordance with the Contract, including complying with the relevant ESHS requirements.

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors and suppliers from the Country in which the Site is located to be appointed as Subcontractors and suppliers.”

Sub-Clause 4.5 Nominated Subcontractors

Delete the second sentence of the paragraph.

At the end of Sub-Clause 4.5, insert the following

“4.5.1 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees to indemnify the Contractor against and from the consequences of the matter:

- (a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- (b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- (c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract, and
 - (ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities.

4.5.2 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor’s invoices approved by the Contractor, which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-

paragraph (b) of Sub-Clause 13.5 [*Provisional Sums*], except as stated in Sub-Clause 4.5.3 [*Evidence of Payments*].

4.5.3 Evidence of Payments

Before issuing a Payment Certificate, which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- (a) submits this reasonable evidence to the Engineer, or
- (b)(i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - (ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Sub-contractor was directly paid by the Employer.”

Sub-Clause 4.18 Protection of the Environment

Delete the text of Sub-Clause 4.18 in its entirety and replace with

“The Contractor shall take all necessary measures to:

- (a) protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Employer's requirements, nor those prescribed by applicable Laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.”

Sub-Clause 4.21 Progress Reports

Delete the text of sub-paragraph (g) in its entirety and replace with “the ESHS metrics set out in Appendix B to these Particular Conditions”.

CLAUSE 5 Design

Sub-Clause 5.1 General Design Obligations

In the first paragraph, after “Requirements”, insert

“, and who are qualified and entitled under the applicable Law to design the Works”

In the second paragraph, after “reasonable times”, insert

“(on and/or off the Site)”

In the third paragraph, after “Tender”, insert

“(or, if no such period is stated in the Appendix to Tender, 28 days)”

Sub-Clause 5.2 Contractor’s Documents

In the first paragraph, after “to satisfy all”, delete “regulatory approvals” and insert

“permits, permissions, licences and other regulatory approvals which are the Contractor’s responsibility under Sub-Clause 1.13 [*Compliance with Laws*], the C-ESHSMMP described in Sub-Clause 4.1 [*Contractor’s General Obligations*]”

In the first paragraph, after “[*Laws and Language*]”, insert

“and any other language(s) required by the bodies to whom the Contractor’s Documents will be submitted, either directly or via the Employer, Engineer or another entity.”

In the second paragraph, after “necessary to”, insert

“design, execute and complete the Works, and remedy any defects and to”

In the third paragraph, delete “Employer’s Requirements describe” and insert “Contract describes”.

In the second line of the third paragraph, after “for approval”, insert

“or no objection”

In the third paragraph, after “together with”, insert

“any other supporting documents on which a specified Contractor’s Document relies and”

Under point (i) in the third paragraph, after “for approval”, insert

“or, for ‘as-built’ records and operation and maintenance manuals (and any other documents so specified), for the Engineer’s no objection”

Under point (ii) in the third paragraph, after “for approval”, insert

“or no objection”

In the fourth paragraph, delete “21” and insert “28”.

And after “approval”, insert
“or no objection”

In the fifth paragraph, after “approved”, insert
“or a notice of no objection issued”

And after “Contractor’s cost”, insert
“, and the period of 28 days for review shall be calculated from the date that the Engineer receives the revised Contractor’s Document. If the Employer incurs additional costs as a result of such resubmission and subsequent review of the Contractor’s Document or Contractor’s Documents, the Employer shall be entitled subject to Sub-Clause 2.5 [*Employer’s Claims*] to payment by the Contractor of all costs reasonably incurred.”

In the first line of the sixth paragraph, after “approval”, insert
“, no objection”

In sub-paragraph (a), after “approval”, insert
“or, for ‘as-built’ records and operation and maintenance manuals (and any other documents so specified) submitted for the Engineer’s no objection (in which case only sub-paragraphs (i) and (iii), below, are applicable)”

In sub-paragraph (a)(i), after “approved”, insert
“or that the Engineer has no objection (as the case may be)”

In sub-paragraph (a)(ii), after “approved”, insert
“or issued a notice of no objection (as the case may be)”

In sub-paragraph (a)(iii), after “approved”, insert
“or issued a notice of no objection (as the case may be) for”

And after “such part,”, insert
“or, for ‘as-built’ and operation and maintenance manuals (and any other documents so specified), have given a notice of no objection upon the expiry of the review period,”

In sub-paragraph (c), after “approved”, insert
“or not objected to”

In sub-paragraph (d), after “approval”, insert
“or no objection”

In the seventh paragraph, after “prepare”, insert
“and submit”

And after “promptly”, insert
“to the Engineer for review (and, if specified, approval or no objection) at the
Contractor’s cost”

In the last paragraph, after “approval”, insert
“, no objection”

Sub-Clause 5.5 Training

Delete the text of Sub-Clause 5.5 [*Training*] in its entirety and replace with
“The Contractor shall carry out training of the Employer’s employees (and/or
other personnel identified in the Employer’s Requirements) in the operation
and maintenance of the Works, and any other aspect of the Works, to the extent
stated in the Employer’s Requirements. The timing of the training shall be as
stated in the Employer’s Requirements (if not stated, as acceptable to the
Employer). The Contractor shall provide qualified and experienced training
staff, training facilities and all training materials as necessary and/or as stated
in the Employer’s Requirements.

If the Employer’s Requirements specify training that is to be carried out before
taking over, the Works shall not be considered to be completed for the purposes
of taking over under Sub-Clause 10.1 [*Taking Over the Works and Sections*]
until this training has been completed in accordance with the Employer’s
Requirements.”

Sub-Clause 5.6 As-Built Documents

Delete the text of Sub-Clause 5.6 [*As-Built Documents*] in its entirety and
replace with
“The Contractor shall prepare, and keep up-to-date, a complete set of “as-built”
records of the execution of the Works, showing the exact as-built locations,
sizes and details of the work as executed by the Contractor. The format,
referencing system, system of electronic storage and other relevant details of
the as-built records shall be as stated in the Employer’s Requirements (if not
stated, as acceptable to the Engineer). These records shall be kept on the Site
and shall be used exclusively for the purposes of this Sub-Clause.

Prior to the Commencement of the Tests on Completion, the as-built records
shall be submitted to the Engineer for review under Sub-Clause 5.2
[*Contractor’s Documents*].

The Works shall not be considered to be completed for the purposes of taking-
over under Sub-Clause 10.1 [*Taking Over the Works and Sections*] until the
Engineer has given a notice under sub-paragraph (a)(i) of Sub-Clause 5.2
[*Contractor’s Documents*] stating that the Engineer has no objection to the as-

built records, or is deemed to have given such a notice under sub-paragraph (a)(iii) of Sub-Clause 5.2 [*Contractor's Documents*].

The number of copies of as-built records to be submitted by the Contractor under this Sub-Clause shall be as required under Sub-Clause 1.8 [*Care and Supply of Documents*].”

Sub-Clause 5.7 Operation and Maintenance Manuals

Delete the text of Sub-Clause 5.7 [*Operation & Maintenance Manuals*] in its entirety and replace with

“The Contractor shall prepare, and keep up-to-date, a complete set of operation and maintenance manuals for the Works (the “O&M Manuals” in these Conditions).

The format and other relevant details of the O&M Manuals shall be as stated in the Employer’s Requirements and, in any case, these manuals shall:

- (a) be in sufficient detail for the Employer to:
 - (i) operate, maintain and adjust the Works to ensure that the performance of the Works, Section and/or Plant (as the case may be) continues to comply with the performance criteria specified in the Employer’s Requirements and the Schedule of Guarantees; and
 - (ii) operate, maintain, dismantle, reassemble, adjust and repair the Plant; and
- (b) include an inventory of spare parts required for the Employer’s future operation and maintenance of the Plant.

Prior to commencement of the Tests on Completion, the Contractor shall submit provisional O&M Manuals for the Works or Section (as the case may be) to the Engineer under Sub-Clause 5.2 [*Contractor's Documents*].

If during the Tests on Completion any error or defect is found in the provisional O&M Manuals, the Contractor shall promptly rectify the error or defect at the Contractor’s risk and cost.

Before the issue of any Taking-Over Certificate under Sub-Clause 10.1 [Taking Over the Works and Sections], final O&M Manuals shall be submitted to the Engineer under Sub-Clause 5.2 [*Contractor's Documents*], and the Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [*Taking Over the Works and Sections*] until the Engineer has given a notice under sub-paragraph (a)(i) of Sub-Clause 5.2 [*Contractor's Documents*] stating that the Engineer has no objection to the final O&M Manuals, or is deemed to have given such a notice under sub-paragraph (a)(iii) of Sub-Clause 5.2 [*Contractor's Documents*].

The number of copies of O&M Manuals to be submitted by the Contractor under this Sub-Clause shall be as required under Sub-Clause 1.8 [*Care and Supply of Documents*].”

Sub-Clause 5.8 Design Error

Delete the text of Sub-Clause 5.8 [*Design Error*] in its entirety and replace with “If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor’s design and/or the Contractor’s Documents, they and the Works shall be corrected at the Contractor’s risk and cost, notwithstanding any deemed or given no-objection, consent or approval under this Clause.”

CLAUSE 6 Staff and Labour

Sub-Clause 6.1 Engagement of Staff and Labour

At the end of Sub-Clause 6.1, insert

“The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, leave arrangements including maternity/paternity leave and family leave and any other that is stipulated by applicable law, compensation and benefits, as well as those arising from any requirements in the Employer’s Requirements; and shall also include the Code of Conduct for Contractor’s Personnel as set forth in Sub-Clause 6.9 [*Contractor’s Personnel*]. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”

Sub-Clause 6.2 Rates of Wages and Conditions of Labour

At the end of Sub-Clause 6.2, insert

“The Contractor shall inform the Contractor’s Personnel of their liability to pay personal income tax in the Country with respect to their salaries, wages, allowances and the like, and on any benefits that are subject to tax, all as are applicable under the Laws of the Country. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on the Contractor by such Laws.

The Contractor shall inform the Contractor’s Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Employer’s Requirements; and

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- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

Where required by applicable Laws or as stated in the Employer's Requirements, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment."

Sub-Clause 6.5 Working Hours

At the end of Sub-Clause 6.5, insert

"The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer's Requirements."

Sub-Clause 6.6 Facilities for Staff and Labour

At the end of the first paragraph, insert

"The Contractor shall ensure that such accommodation and welfare facilities meet the requirements of the health and safety manual. The Contractor shall make provision for adequate eating facilities for all staff. Separate toilets, changing facilities, showers, and sleeping arrangements shall be provided to female and male employees to ensure privacy and security for all users."

At the end of Sub-Clause 6.6, insert

"If stated in the Employer's Requirements, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Employer's Requirements."

Sub-Clause 6.7 Health and Safety

At the end of Sub-Clause 6.7, insert

"The Contractor shall conduct an SGBV and sexually transmitted diseases (STD)/Human immunodeficiency virus infection and acquired immune deficiency syndrome (HIV-AIDS) awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of incidences SGBV and the risk of transfer of

STDs and/or the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

The Contractor shall throughout the contract (including the Defects Notification Period, unless otherwise agreed by the Engineer due to the demobilisation of staff): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other quarter, addressed to all the Site staff and labour (including all the Contractor's employees, all Subcontractors and any other Contractor's or Employer's personnel) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to SGBV and STD/HIV-AIDS; (ii) provide male and/or female condoms for all Site staff and labour as appropriate; and (iii) provide for STD and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STD and HIV/AIDS programme, (unless otherwise agreed) and SGBV counselling and referral to an appropriate institution for all Site staff and labour.

The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 8.3 [*Programme*] an alleviation programme for Site staff and labour and their families in respect of STDs including HIV/AIDS. The programme shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose, unless approved by the Engineer.

The Contractor shall:

- (a) provide health and safety training to the Contractor's Personnel, as appropriate, and maintain training records;
- (b) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (c) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (d) ensure Contractor's Personnel who remove themselves from the work situations referenced in 6.7(c) shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (e) subject to Sub-Clause 4.6 [*Co-operation*], where the Employer's Personnel, any other contractors employed by the Employer, and/or

-
- personnel of any legally constituted public authorities are employed in carrying out, on or near the site, any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (f) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Within 14 days of receiving the notice of the Commencement Date and before commencing any construction on the Site, the Contractor shall submit to the Engineer for review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for review of the health and safety manual and its updates shall be as described in Sub-Clause 5.2 [*Contractor's Documents*].

The health and safety manual shall be required in addition to any other similar document required under applicable health and safety regulations and Laws. The health and safety manual shall set out all the health and safety requirements under the Contract,

- (i) which shall include as a minimum:
- the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents,
 - details of the training to be provided, records to be kept,
 - the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning),
 - remedies for adverse impacts such as occupational injuries, deaths, disability and disease,
 - the measures to be taken to avoid or minimise the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
 - the measures to be implemented to avoid or minimise the spread of communicable diseases (including transfer of STDs, such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimise the transmission of communicable

diseases that may be associated with the influx of temporary or permanent Contract-related labour,

- the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6,

and

- (ii) any other requirements stated in the Employer's Requirements.

In addition to the reporting requirement of sub-paragraph (g) of Sub-Clause 4.21 [*Progress Reports*] the Contractor shall inform the Engineer immediately of any allegation, incident or accident on the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; violations to indigenous legislation; cases of forced labour; or any allegation of SGBV. In the case of SGBV, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, or sexual assault), sex and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Sub-clause."

Sub-Clause 6.9 Contractor's Personnel

Delete the text of Sub-Clause 6.9 in its entirety and replace with "The Contractor's Personnel shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations. The Contractor shall have a Code of Conduct for the Contractor's Personnel, which reflects the minimum standards detailed in the Tender document.

The Contractor shall ensure that each Contractor's Personnel is provided a copy of this Code of Conduct, written in a language comprehensible to that person,

and shall seek to obtain that person's signature acknowledging receipt of the same.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Prohibited Practices, as defined in Appendix A to these Particular Conditions Prohibited Practices and Other Integrity Related Matters, during the execution of the Works;
- (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [*Persons in the Service of Employer*];
- (g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ESHS).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [*Contractor's Representative*] shall apply.

Notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

Sub-Clause 6.10 Records of Contractor's Personnel and Equipment

Delete the text of Sub-Clause 6.10 in its entirety and replace with

"The Contractor shall submit to the Engineer, in a form approved by the Engineer, daily record sheets showing

- (a) the names, occupations and actual working hours of the Contractor's Personnel,

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- (b) the number, type and actual working hours of each piece/item of Contractor's Equipment,
 - (c) the type of Temporary Works used, and
 - (d) a brief description of the work being undertaken by the listed resources, any stoppages or interruptions to the Works and a brief summary of the weather

for each work activity shown on the programme submitted under Sub-Clause 8.3 [*Programme*] for which a notice of non-compliance has not been given, at each work location and for each day of work. These daily record sheets shall be submitted to the Engineer the next working day after the day the records correspond to and shall be submitted from the Commencement Date until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

Each monthly progress report submitted under Sub-Clause 4.21 [*Progress Reports*] shall include, in a form approved by the Engineer, a summary of the details specified in sub-paragraphs (a), (b) and (c) above.”

Additional Sub-Clauses

Following Sub-Clause 6.11 [*Disorderly Conduct*], add the following Sub-Clauses.

Sub-Clause 6.12 Foreign Personnel

The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or domiciled. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

Sub-Clause 6.13 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer's Requirements at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

Sub-Clause 6.14 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of potable and other water for the use of the Contractor's Personnel.

Sub-Clause 6.15 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

Sub-Clause 6.16 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

Sub-Clause 6.17 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

Sub-Clause 6.18 Festivals and Religious Customs

The Contractor shall respect the Country's, and indigenous communities', recognised festivals, days of rest and religious or other customs.

Sub-Clause 6.19 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

Sub-Clause 6.20 Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Sub-Clause 6.21 Child Labour

The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 15 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardise the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

Sub-Clause 6.22 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, occupations, sex, hours worked, and wages paid to all workers. These records shall be submitted on a monthly basis to the Engineer unless otherwise prohibited by law (in which case suitably redacted submissions shall be made to the Engineer, with the full records being retained for Bank audit purposes).

Sub-Clause 6.23 Workers' Organisations

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organisations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the

Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

Sub-Clause 6.24 Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and equitable and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers, indigenous people and children (of working age in accordance with Sub-Clause 6.21 [*Child Labour*]).

Sub-Clause 6.25 Contractor's Personnel Grievance Mechanism

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organisations stated in Sub-Clause 6.23 [*Worker's Organisations*], to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilise existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

Sub-Clause 6.26 Training of Contractor’s Personnel

The Contractor shall provide appropriate training to relevant Contractor’s Personnel on ESHS aspects of the Contract, including appropriate sensitisation on SGBV, STD-HIV/AIDS and health and safety training referred to in Sub-Clause 6.7 [*Health and Safety*].

As stated in the Employer’s Requirements or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor’s Personnel to be trained on ESHS aspects of the Contract by the Employer’s Personnel.

The Contractor shall provide training on SGBV, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel.

CLAUSE 7 Plant, Materials and Workmanship

Sub-Clause 7.1 Manner of Execution

In the first paragraph, delete

“The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:”

and insert

“The Contractor shall carry out the manufacture, supply, installation, testing, commissioning and repair of Plant, the production, manufacture, supply and testing of Materials, and all other operations and activities during the execution of the Works:”

Sub-Clause 7.2 Samples

In the first paragraph, after “[*Contractor’s Documents*]”, insert
“prior to using the Materials in or for the Works”

Sub-Clause 7.3 Inspection

In the first paragraph after “Employer’s Personnel”, insert
“(including the Bank staff or consultants acting on the Bank’s behalf,)”

Sub-Clause 7.4 Testing

At the beginning of paragraph 2, delete “The” and insert
“Except as otherwise specified in the Contract, the”

Sub-Clause 7.6 Remedial Work

In the first line of paragraph 1, after “previous”, insert “inspection, measurement, no-objection, approval (including deemed approval), examination,”

At the beginning of sub-paragraph (a), before “remove”, insert “repair, remedy or”

At the beginning of sub-paragraph (b), before “remove”, insert: “repair, remedy or”

CLAUSE 8 Commencement, Delays and Suspension

Sub-Clause 8.1 Commencement of Works

In the first line of the first paragraph, delete “7” and insert “14”.

After the first paragraph, insert

“If the Contractor does not receive the notice of the Commencement Date within 84 days from receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2(c) [*Termination by Contractor*] of the Conditions of Contract.”

At the beginning of the second paragraph of the General Conditions, delete “The” and insert

“Subject to compliance with Sub-Clause 4.1 [*Contractor’s General Obligations*] regarding the C-ESHSM and Sub-Clause 6.7 [*Health and Safety*] regarding the health and safety manual, the”

Sub-Clause 8.3 Programme

At the end of sub-paragraph (c), delete “and”.

After sub-paragraph (c), insert

“(d) all activities required to execute and complete the Works, to a level of detail sufficient to identify the different key elements and/or components of each activity, and including logic links, the earliest and latest start and finish times for each activity, the float (if any) and the critical path(s), and”

Re-designate sub-paragraph “(d)” of the General Conditions as “(e)”.

Sub-Clause 8.5 Delays Caused by Authorities

In sub-paragraph (a), after the words “public authorities”, insert “or private utility entities”

In sub-paragraph (b), after the word “authorities”, insert “or entities”

Sub-Clause 8.7 Delay Damages

Delete the second paragraph and replace with

“These delay damages shall be the only damages due from the Contractor for such default, other than:

-
- (a) subject to Sub-Clause 2.5 [*Employer's Claims*], payment of all costs plus profit (where applicable) incurred by the Employer and the Employer's Personnel in carrying out their duties, obligations and responsibilities under the Contract, between the time that the maximum amount of delay damages due has been reached and the date stated in the Taking Over Certificate, and/or
 - (b) in the event of termination under Sub-Clause 15.2 [*Termination by Employer*] prior to completion of the Works.

These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.”

Sub-Clause 8.12 Resumption of Work

At the beginning of the second sentence, delete “The”, and insert “Following this joint examination, the Engineer may issue an instruction under Sub-Clause 3.3 [*Instructions of the Engineer*] and/or instruct a Variation under Clause 13 [*Variations and Adjustments*], and the”

CLAUSE 9 Tests on Completion

Sub-Clause 9.1 Contractor's Obligations

After the third paragraph, insert

“The tests described in sub-paragraphs (b) and (c) above shall not be commenced until the Works or Section have passed the respective tests for the preceding stage described in sub-paragraphs (a) and (b).”

After the fifth paragraph of the General Conditions, insert

“As soon as the Works or a Section have, in the Contractor's opinion, passed each of the Tests on Completion described in sub-paragraphs (a), (b) and (c) above, the Contractor shall submit a certified report of the results of these tests to the Engineer. The Engineer shall review each report and may give notice to the Contractor stating the extent to which the results of the tests do not comply with the Contract. If the Engineer does not give such notice within 14 days after receiving the results of the tests, the Engineer shall be deemed to have given a notice of no-objection.”

Delete the last sentence of the last paragraph.

Sub-Clause 9.2 Delayed Tests

In the last line of the second paragraph, after “Engineer”, insert “of not less than 7 days”

CLAUSE 10 Employer's Taking Over

Sub-Clause 10.1 Taking Over of the Works and Sections

In the first paragraph, delete “and (ii)” and insert

“(ii) the Engineer has given (or is deemed to have given) notice under Sub-Clause 5.2 [*Contractor’s Documents*] stating that the Engineer has no objection to the as-built documents submitted under Sub-Clause 5.6 [*As-Built Documents*] and the operation and maintenance manuals submitted under Sub-Clause 5.7 [*Operation and Maintenance Manuals*], and the Contractor has carried out the training as described in Sub-Clause 5.5 [*Training*], and (iii)”

Re-designate sub-paragraph “(ii)” of the General Conditions as “(iii)”.

In the last paragraph, after “Contract”, insert

“and the matters described in sub-paragraph (ii) above have been fulfilled”

In the fourth line of the last paragraph, after “Certificate”, insert

“for the Works or Section”

In the last paragraph, delete “last day of that period” and insert

“fourteenth day after the Engineer received the Contractor’s notice of application for a Taking-Over Certificate”

Sub-Clause 10.3 Interference with Tests on Completion

In the first paragraph, after “14 days” insert

“(either a continuous period or multiple periods which total more than 14 days)”.

In the first paragraph, after “responsible,” insert

“the Contractor shall give notice to the Engineer describing the prevention and”

CLAUSE 11 Defects Liability

Sub-Clause 11.3 Extension of Defects Notification Period

In the first paragraph, after “damage”, insert

“attributable to the Contractor under any of the matters described in sub-paragraphs (a) to (d) of Sub-Clause 11.2 [*Cost of Remedying Defects*]”

Sub-Clause 11.9 Performance Certificate

After the second paragraph, insert a new paragraph, as follows

“If the Engineer fails to issue the Performance Certificate within this period of 28 days and the Contractor has completed his obligations under the Contract, the Performance Certificate shall be deemed to have been issued on the last day of that period.”

Sub-Clause 11.11 Clearance of Site

In the second paragraph delete “the Employer receives a copy” and replace with “receipt by the Contractor”.

CLAUSE 12 Tests after Completion

Sub-Clause 12.1 Procedure for Tests after Completion

In sub-paragraph (a), after “fuel”, insert

“water, sewage (if applicable), gas, consumables,”

In sub-paragraph (b), after “in accordance with”, insert

“the Contract,”
and after “[*Operation and Maintenance Manuals*],” insert
“to which the Engineer has given (or is deemed to have given) a notice of no-objection under Sub-Clause 5.2,”
In the first line of the second paragraph, after “carried out”, insert
“as stated in the Contract or, if not so stated,”

Sub-Clause 12.4 Failure to Pass Tests after Completion

In sub-paragraph (c), before “the Contractor”, insert
“either with the Employer’s agreement or resulting from the Employer’s election to enforce the entitlement referred to in the preceding sub-paragraph (b),”
At the end of the first paragraph, add
“If the Contractor fails to comply with an Employer’s request made under Sub-Clause 12.4(c) of these Conditions of Contract within 28 days of receiving a request, the Contractor shall subject to Sub-Clause 2.5 [*Employer’s Claims*] pay the non-performance damages to the Employer relevant to the failed Tests after Completion for the Works or Section.”

CLAUSE 13 Variations and Adjustments

Sub-Clause 13.1 Right to Vary

In the first paragraph, delete “others” and replace with
“the Employer or others without the prior agreement of the Parties.”

Sub-Clause 13.3 Variation Procedure

In sub-paragraph (a), after “performed”, insert
“, including a supporting report detailing the methods that the Contractor will adopt in the execution of the Variation and an estimate of the resources (such as Contractor’s Personnel, Contractor’s Equipment and Temporary Works),”

Sub-Clause 13.5 Provisional Sums

In sub-paragraph (b), after “Contractor,” insert
“from a nominated Subcontractor (as defined in Sub-Clause 4.5 [*Nominated Subcontractors*]) or otherwise”

Sub-Clause 13.7 Adjustments for Changes in Legislation

After paragraph 3, insert the following paragraphs
“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of the Time for Completion for any part of the relevant delay that has already been taken into account in the agreement or determination of a previous extension of time and/or is deemed to be concurrent with a previously agreed or determined extension of time, and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [*Adjustments for Changes in Cost*] and/or if such Cost, or a

relevant portion of such Cost, has been or is deemed to have been accounted for in a previous agreement or determination.

If there is a decrease in Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Employer shall be entitled subject to Sub-Clause 2.5 [*Employer's Claims*] to a reduction in the Contract Price.”

CLAUSE 14 Contract Price and Payment

Sub-Clause 14.4 Schedule of Payments

In sub-paragraph (c), after the words “found to be less” add
“or more”

In sub-paragraph (c), after the words “progress is less” add
“or more”

Sub-Clause 14.6 Issue of Interim Payment Certificates

At the end of the last sentence of the first paragraph, after “particulars” add
“, and shall include any amounts due to or from the Contractor in accordance with a decision by the DAB made under Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board's Decision*]”

At the end of sub-paragraph (b), add

“Failure to perform includes, but is not limited to the following:

- (i) failure to comply with any ESHS obligations which may include but is not limited to: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land (e.g. from oils, human waste), damage to archaeology or cultural heritage features, air pollution as a result of unauthorised and/or inefficient combustion, use of underage workers etc;
- (ii) failure to regularly review C-ESHSMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;
- (iii) failure to implement the C-ESHSMP e.g. failure to provide required training or sensitisation;
- (iv) failure to have appropriate consents/permits prior to undertaking Works or related activities;
- (v) failure to submit ESHS report(s) (as described in Appendix B to these Particular Conditions), or failure to submit such report(s) in a timely manner;
- (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance(s)).”

Sub-Clause 14.7 Payment

At the end of sub-paragraph (b) after “supporting documents”, insert
“, including any amounts due in accordance with a decision by the DAB which have been included in the Interim Payment Certificate”

Sub-Clause 14.10 Statement at Completion

At the end of sub-paragraph (c), after the words “Statement at completion”, insert

“and may include the contract value of work to be executed, claims for which a notice has been issued under Sub-Clause 20.1 [*Contractor’s Claims*] and potential claims, Disputes referred to the DAB for which a decision is pending and Disputes to be referred to the DAB.”

Sub-Clause 14.11 Application for Final Payment Certificate

At the end of sub-paragraph (b), after the words “Contract or otherwise”, insert
“, which may include claims for which a notice has been issued under Sub-Clause 20.1 [*Contractor’s Claims*], Disputes referred to the DAB for which a decision is pending and Disputes to be referred to the DAB.”

Sub-Clause 14.13 Issue of Final Payment Certificate

In the last paragraph, after the word “and”, insert

“/or has not submitted the written discharge required under”

In the last paragraph, after the word “application”, insert

“and/or the written discharge”

In the last line of the last paragraph, after the word “due”, insert

“and, in the event that a compliant written discharge has not been submitted, such amount shall be deemed to be the full and final settlement of all monies due to the Contractor under or in connection with the Contract”

CLAUSE 15 Termination by Employer

Sub-Clause 15.2 Termination by Employer

After “[*Performance Security*] in sub-paragraph (a), delete “or” and insert
“,”

After “[*Notice to Correct*],” in sub-paragraph (a), insert

“a Sub-Clause 3.5 [*Determinations*] agreement or binding determination within the time or times set out in the agreement or determination (or, if no time was stated, within a reasonable time) or a binding or final and binding decision of the DAB issued under Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board’s Decision*] within the time or times set out in the decision (or, if no time was stated, within a reasonable time),”

In sub-paragraph (c)(i), after “Works”, insert

“with due expedition and without delay”

In sub-paragraph (d), after “Works”, insert

“, subcontracts Works (including subcontract(s) for part or parts of the Works and for suppliers of Plant, Materials and Services) with a total accumulated value greater than that referred to in the first paragraph of these Particular Conditions of Contract Sub-Clause 4.4 [*Subcontracting*]”

In sub-paragraph (e), delete “or”

After sub-paragraph (f), insert

-
- “(g) fails to comply with the requirements of Sub-Clause 1.16 [*Prohibited Practices and Other Integrity Related Matters*], or
- (h) fails to comply with Sub-Clause 8.2 [*Time for Completion*] such as to entitle the Employer to the maximum amount of delay damages stated in the Appendix to Tender (if no maximum amount is stated, this sub-paragraph shall not apply)”

In the second paragraph, after “Site”, insert

“, in which case the termination date shall be the date 14 days after the Contractor receives the notice”

In the second paragraph, after “immediately”, insert

“and the termination date shall be the date on which the Contractor receives the notice”

At the beginning of the last paragraph, delete “The” and insert

“After completion of the Works, the”

In the second sentence of the last paragraph, after “shall” insert

“then”

Sub-Clause 15.3 Valuation at Date of Termination

Delete “a notice of” and “has taken effect” and, after “termination”, insert “of the Contract”

Sub-Clause 15.4 Payment after Termination

Delete “a notice of” and “has taken effect” and, after “termination”, insert “of the Contract”

In the first line of sub-paragraph (b), delete “further” and, after “costs”, insert “, losses and damages (if any)”

and after “Employer”, insert

“in completing the Works and/or in having the Works completed by other entities”

In sub-paragraph (c), after “Contractor any”, insert

“costs,”

and after “completing the Works”, insert

“and/or in having the Works completed by other entities”

Sub-Clause 15.5 Employer’s Entitlement to Termination

At the end of the first paragraph, after “contractor”, insert

“or to avoid termination of the contract by the Contractor under Sub-Clause 16.2 [*Termination by Contractor*]”

At the end of the second paragraph, delete “19.6 [*Optional Termination, Payment and Release*]” and replace with

“16.4 [*Payment on Termination*]”

CLAUSE 16 Suspension and Termination by Contractor

Sub-Clause 16.2 Termination by Contractor

Delete the text of sub-paragraph (c) and insert

“the Contractor does not receive:

-
- (i) the notice of the Commencement Date within the time stated in Sub-Clause 8.1 [*Commencement of Works*], or
 - (ii) the amount due under any Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [*Payment*] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [*Employer's Claims*]),”

After "Contract" in sub-paragraph (d), insert
“and such failure constitutes a material breach”

In sub-paragraph (e), delete “fails to comply with Sub-Clause 1.6 [*Contract Agreement*] or Sub-Clause 1.7 [*Assignment*]”, and insert

- “(i) assigns the whole or any part(s) of the Contract without the agreement required under Sub-Clause 1.7 [*Assignment*],
- (ii) fails to comply with a Sub-Clause 3.5 [*Determinations*] agreement or binding determination within the time or times set out in the agreement or determination or, if no time was stated, within a reasonable time, or
- (iii) fails to comply with a binding or final and binding decision of the DAB issued under Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board's decision*] within the time or times set out in the decision or, if no time was stated, within a reasonable time.”

At the beginning of sub-paragraph (f), insert

“the notice of the Commencement Date is not received by the Contractor within the 84 days stipulated in Sub-Clause 8.1 [*Commencement of Work*] of these Particular Conditions or”

In the first sentence of the second paragraph, after “Contract”, insert

“, in which case the termination date shall be the date 14 days after the Employer receives the notice”

In the second paragraph, after “immediately”, insert

“and the termination date shall be the date on which the Employer receives the notice”

Sub-Clause 16.4 Payment on Termination

In the first paragraph, delete “a notice of”, and “has taken effect”.

CLAUSE 17 Risk and Responsibility

Sub-Clause 17.3 Employer's Risks

In sub-paragraph (b), after “terrorism,”, insert

“sabotage by persons other than the Contractor's Personnel,”

In sub-paragraph (c), delete

“and other employees of the Contractor and Subcontractors”

Sub-Clause 17.5 Intellectual and Industrial Property Rights

In the third paragraph, after “claim”, insert

“(including legal fees and expenses)”

In sub-paragraph (a), after “Employer's Requirements”, insert

“and/or Variation”

In the fourth paragraph, after “claim”, insert
“(including legal fees and expenses)”
In the final paragraph, after “failed to”, insert
“promptly”

Sub-Clause 17.6 Limitation of Liability

In the first paragraph, after “under”, insert
“Sub-Clause 15.4 [*Payment after Termination*],”
In the second paragraph, delete
“stated in the Particular Conditions or (if a sum is not so stated) the Accepted
Contract Amount.”,
and replace with
“resulting from the application of a multiplier (less than or greater than one) to
the Accepted Contract Amount, as stated in the Appendix to Tender, or (if no
such multiplier is stated), the Accepted Contract Amount”

CLAUSE 18 Insurance

Sub-Clause 18.4 Insurance for Contractor’s Personnel

In the second paragraph, delete “Engineer” and insert “Employer’s Personnel”
and, after “of insurance”, insert
“against liability for claims, damages, losses and expenses (including legal fees
and expenses) arising from injury, sickness, disease or death of any person
employed by the Contractor or any other of the Contractor’s Personnel,”

CLAUSE 19 Exceptional Events

Delete the title of “Force Majeure” of this Clause 19 and replace with
“Exceptional Events”.

Sub-Clause 19.1 Meaning of Exceptional Event

Delete the Sub-Clause heading “Definition of Force Majeure” and replace with
“Meaning of Exceptional Event”
In sub-paragraph (ii), after “terrorism,” insert
“sabotage by persons other than the Contractor’s Personnel,”
In sub-paragraph (iii), delete
“and other employees of the Contractor and Subcontractors”

Sub-Clause 19.2 Notice of an Exceptional Event

Delete the Sub-Clause heading “Notice of Force Majeure” and replace with
“Notice of an Exceptional Event”
At the end of the first paragraph, add
“If the affected Party fails to give notice within this period of 14 days, it shall
only be excused performance of the prevented obligations from the date on
which the other Party receives the notice. If notice is not given, the affected
Party shall not be excused performance of the prevented obligations.”

In the second paragraph, after “obligations”, insert
“affected by the Exceptional Event from the date such performance was affected and”

At the end of the second paragraph, add
“The affected Party shall continue to perform all of its other obligations under the Contract not affected by the Exceptional Event.”

Sub-Clause 19.3 Duty to Minimise Delay

Delete the second paragraph and replace with
“A Party shall give notice to the other Party within 7 days of it ceasing to be affected by the Exceptional Event, stating the date on which it ceased to be affected. If the Party affected by the Exceptional Event fails to give such notice within this period of 7 days, the other Party may give notice to the affected Party stating that it considers the Exceptional Event to be over (and stating the date on which it considers the Exceptional Event was over) and that the affected Party is no longer prevented from performance of its affected obligations by the Exceptional Event (either from the stated date or such other date that the other Party considers the affected Party was no longer prevented from performing its affected obligations).

Sub-Clause 19.4 Consequences of an Exceptional Event

Delete the Sub-Clause heading “Consequences of Force Majeure” and replace with “Consequences of an Exceptional Event”.

Sub-Clause 19.5 Exceptional Event Affecting Subcontractor

Delete the Sub-Clause heading “Force Majeure Affecting Subcontractor” and replace with “Exceptional Event Affecting Subcontractor”.

Sub-Clause 19.6 Optional Termination, Payment and Release

In the first paragraph, delete “is given” and insert
“has been received by the other Party”

CLAUSE 20 Claims, Disputes and Arbitration

Sub-Clause 20.1 Contractor’s Claims

In the first paragraph, at the end of the first sentence, after “claim”, add
“and shall state that it is a notice given under this Sub-Clause”

In the first paragraph, after the first sentence, insert
“The notice shall also clearly state, in the event of a claim under a Clause or Clauses of these Conditions, under which Clause(s) of the Conditions of Contract the Contractor intends to claim.”

In the second paragraph, after “28 days”, insert
“and/or the Contractor fails to state that it is a notice given under this Sub-Clause and/or under which Clause(s) of the Conditions of Contract the Contractor intends to claim”

In the fifth paragraph, after the first sentence, insert

“The fully detailed claim shall also include a statement of the contractual and/or other legal basis of the claim, clearly identifying under which Clause(s) of the Conditions of Contract the Contractor is claiming. If the Clause(s) of the Conditions of Contract under which the Contractor is claiming was/were not stated in the relevant corresponding claim notice, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim.”

Sub-Clause 20.2 Appointment of the Dispute Adjudication Board

In the third paragraph, delete the second sentence and replace with
“Following the Parties’ approval of each other’s member, these first two members shall recommend and the Parties shall agree upon the third member, who shall be appointed to act as chairman.”

Sub-Clause 20.3 Failure to Agree Dispute Adjudication Board

In sub-paragraph (b), after “Party)”, insert
“or fails to approve (without good reason) a member nominated by the other Party”
After “This appointment shall be final and conclusive”, insert
“and the corresponding subsequent DAA shall be deemed to take effect 14 days after the DAA has been signed by this member of the DAB (or the sole member, as applicable), by one Party and received by the other Party, notwithstanding the failure of the other Party to sign the DAA.”

Sub-Clause 20.4 Obtaining Dispute Adjudication Board’s Decision

Following the fourth paragraph, insert
“If the decision of the DAB requires a payment by one Party to the other Party, the DAB may require the payee to provide an appropriate security in respect of such payment.”
In the fifth paragraph of the General Conditions, delete both references to “28” and replace with “56”.
In the final paragraph, delete “28” and replace with “56”.

Sub-Clause 20.6 Arbitration

In the first paragraph, delete “international”.
In the first paragraph, after “Parties:”, insert
“(a) if the Contract is with domestic contractors, arbitration with proceedings shall be conducted in accordance with the laws of the Employer’s country;
(b) if the Contract is with foreign contractors and unless specified otherwise in the Appendix to Tender:”
Renumber sub-paragraphs “(a)”, “(b)” and “(c)” of the General Conditions as “(i)”, “(ii)” and “(iii)” respectively, where (i), (ii) and (iii) shall be read as sub-paragraphs to the above Particular Condition sub-paragraph (b).

Sub-Clause 20.7 Failure to Comply with Dispute Adjudication Board's Decision

Delete the text of Sub-Clause 20.7 and replace with

“In the event that a Party fails to comply with any decision of the DAB, whether binding or final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [*Arbitration*] for summary or other expedited relief, as may be appropriate. Sub-Clause 20.4 [*Obtaining Dispute Adjudication Board's Decision*] and Sub-Clause 20.5 [*Amicable Settlement*] shall not apply to this reference.”

Appendix A - Prohibited Practices and Other Integrity Related Matters

[Text in Particular Conditions, Appendix A shall not be modified apart from in accordance with the advice accompanying 1 (b) (iii).]

1. CDB has a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB’s adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, proposers, firms, suppliers, service providers, contractors, sub-contractors, Consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:
 - (a) defines, for the purposes of this provision, Prohibited Practices as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party, to influence improperly the actions of a party; and
 - (v) “obstructive practice” is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts which impede the exercise of CDB's access, inspection and audit rights provided for under Paragraph 1(f) below.
- (b) will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Proposer:
 - (i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;
 - (ii) is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or
 - (iii) is suspended or debarred by CDB for engaging in Prohibited Practices *[Note to client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text]* or against whom an MDB Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. *[Note to client: if procurement is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), inset the following text]* Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;
- (c) may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;
- (d) will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;
- (e) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
- (f) requires that Bidders, Proposers, Firms, Suppliers, service providers, Contractors, sub-contractors, Consultants, sub-consultants, suppliers, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees

and agents: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB's request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB's Office of Integrity, Compliance and Accountability.

Appendix B - Environmental, Social, Health and Safety (ESHS) Metrics for Progress Reports

[Note to Employer: The following metrics may be amended to reflect the specifics of the Contract. The metrics that are required should be determined by the ESHS risks and impacts of the Works and not necessarily by the size of the Contract]

Metrics for Regular Reporting:

- (a) *Environmental incidents and/or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies how they have been addressed, what is outstanding and lessons learned.*
- (b) *Health and safety incidents; near misses; accidents; injuries that require medical treatment and all fatalities, first aid cases, lost time incidents etc., including location, date, time and remedial and preventive activities required.*
- (c) *Interactions with regulators: identify agency, dates, subjects, outcomes including follow-up activities.*
- (d) *Status of all Permits and Agreements:*
 - (i) work permits: number required for each skill set, number received, actions taken for those not received;
 - (ii) status of permits and consents:
 - (aa) list areas/facilities with permits required (e.g. quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to Engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);

- (bb) list areas with landowner agreements required (e.g. borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - (cc) identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation); and
 - (dd) for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- (e) *Health and Safety Supervision:*
 - (i) safety officer: number days worked, number of inspections, reports to construction/project management; and
 - (ii) number of workers, work hours, metric of personal protection equipment (PPE) use (percentage of workers with full PPE, partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- (f) *Worker Accommodations:*
 - (i) number of expats, and nationals housed in accommodations;
 - (ii) date of last inspection of accommodations by relevant authority, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - (iii) actions taken to accommodate male and female workers, e.g. separate sanitary, changing and sleeping facilities to ensure privacy and security; and
 - (iv) actions taken to recommend/require improved conditions, or to improve conditions.
- (g) *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided).*
- (h) *Number of workers, indication of nationality status i.e. expatriate or national, skill level (unskilled or skilled,) and number of youth (15-35 years) all disaggregated by sex.*

(i) *Training:*

- (i) number of new workers, number receiving induction training, dates of induction training;
- (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training; dates of training and topics;
- (iii) number and dates of communicable diseases (including STDs, HIV/AIDS) sensitization and/or training, number of workers receiving training (in the reporting period and in the past);
- (iv) flag person training;
- (v) number and dates of Sexual and Gender-based Violence (SGBV)¹ prevention sensitisation and/or training events, including number of workers receiving training on Code of Conduct for Contractor’s Personnel (in the reporting period and in the past), etc.; and
- (vi) number and dates of community training events, including number of community members receiving training on Code of Conduct for Contractor’s Personnel (in the reporting period and in the past), etc.

(j) *Environmental and Social Supervision:*

- (i) environmental specialist: days worked, areas inspected and number of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken);
- (ii) social and gender specialist: days worked, areas inspected and number of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, HIV/AIDS, SGBV and code of conduct awareness sessions, community centres, etc.), highlights of activities (including violations of environmental and/or social requirements or code of conduct observed, actions taken); and

¹“SGBV” is an umbrella term for any harmful act that is perpetrated against a person's will and that is based on socially ascribed differences between males or females or on biological differences. It includes acts that inflict physical, sexual or mental harm or suffering, threats of such acts, coercion, and other deprivations of liberty. These acts can occur in public or in private. Sexual Exploitation and Assault (SEA) and Sexual Harassment fall under the umbrella term of SGBV whereby SEA is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual exploitation occurs when access to or benefit from a good or services is used to extract sexual gain. Sexual assault is further defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration

- (iii) community liaison specialist: days worked, number of persons engaged (disaggregated by sex), type of stakeholder groups engaged; main issues arising by group (for example men, women, elderly, youth and disabled).
- (k) *Grievances: list new grievances received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex (where available), how received, to whom referred to for action, resolution and date (if completed), date resolution reported to complainant, any required follow-up (cross-reference other sections as needed):*
- (i) worker grievances; and
 - (ii) community grievances
 - (aa) Specify type of grievances which could include worker violations of code of conduct (by type of violation), warnings given, repeat warnings given, follow-up actions (if any);
- (l) *Traffic, Road Safety and Vehicles/Equipment:*
- (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up; and
 - (iii) overall condition of vehicles/equipment (subjective judgment by environmental specialist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- (m) *Environmental Mitigations and Issues (what has been done):*
- (i) dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmental specialist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - (ii) erosion control: controls implemented by location, status of water crossings, environment specialist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;

- (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
 - (viii) details of water and swamp protection mitigations required undertaken in the reporting period; and
 - (ix) Monitoring results for the following indicators: effluents, waste production, atmospheric emissions, etc.;
- (n) *Compliance:*
- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - (ii) compliance status of C-ESHSMMP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - (iii) compliance status of SGBV prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - (iv) compliance status of Health and Safety Management Plan regarding: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance; and
 - (v) other unresolved issues from previous reporting periods related to ESHS issues. Cross-reference other sections as needed.

Section X. Annex to the Particular Conditions - Contract Forms

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Notification of Intention to Award

Employer: _____ *[insert the name of the Employer]*

Project: _____ *[insert name of project]*

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

Country: _____ *[insert country where ICB is issued]*

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

ICB No: _____ *[insert ICB reference number from Procurement Plan]*

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

- (a) request a debriefing in relation to the evaluation of your Bid, and/or
- (b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The Successful Bidder *[INSTRUCTIONS: Where operation, operation and maintenance or life cycle costs were included in the Bid, the “Total Bid Evaluation Sum” stated in the “Schedule of Bid Evaluation Sum” must be included in the table below. Where a Contract is to be awarded on the basis of an alternative bid or is awarded following negotiations held under ITB 45.1 (either of which would be entered as the Accepted Contract Amount), the ‘Evaluated Bid Cost’ must also be shown in the table below. Where negotiations are held in accordance with ITB 45.1 the associated probity report should be sent to all Bidders with the Notification of Intention to Award.]*

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Accepted Contract Amount:	<i>[insert Accepted Contract Amount of the successful Bid]</i>
Bid Price:	<i>[insert Bid price of the successful Bidder]</i>

Total Bid Evaluation Sum:	<i>[insert “Total Bid Evaluation Sum” of the successful Bidder, if applicable.]</i>
Evaluated Bid Cost:	<i>[insert Evaluated Bid Cost of the successful Bidder]</i>
Technical Score:	<i>[insert technical score of the successful Bidder]</i>
Combined Score:	<i>[insert combined score of the successful Bidder]</i>

2. Other Bidders *[INSTRUCTIONS: Insert names of all Bidders that submitted a Bid. Where operation, operation and maintenance or life cycle costs were included in the Bid, a column for “Total Bid Evaluation Sum” must be added following the Bid price column. If the Bid’s price or Total Bid Evaluation Sum was evaluated include the Evaluated Bid Cost as well as the Bid price and Total Bid Evaluation Sum as read out.]*

Name of Bidder	Technical Score	Bid Price	Evaluated Bid Cost (if applicable)	Combined Score
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated Bid cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated Bid cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated Bid cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated Bid cost]</i>	<i>[insert combined score]</i>
<i>[insert name]</i>	<i>[insert Technical score]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated Bid cost]</i>	<i>[insert combined score]</i>

3. Reason/s Why Your Bid was Unsuccessful

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

4. How to Request a Debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: _____ *[insert full name of person, if applicable]*

Title/position: _____ *[insert title/position]*

Agency: _____ *[insert name of Employer]*

Email address: _____ *[insert email address]*

Fax number: _____ *[insert fax number] (delete if not used)*

If your request for a debriefing is received within the three (3) Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) business days from the date of publication of the Contract Award Notice.

5. How to Make a Complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: _____ *[insert full name of person, if applicable]*

Title/position: _____ *[insert title/position]*

Agency: _____ *[insert name of Employer]*

Email address: _____ *[insert email address]*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Procedures for Projects Financed by CDB. You should read these provisions before preparing and submitting your complaint. In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this Bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the Contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the aforementioned Procurement Procedures.

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Notification of Award Letter of Acceptance

[Letterhead of the Employer]

[Date]

To: _____ *[Name and Address of the Contractor]*

This is to notify you that your Bid dated *[date]* for the design, execution and completion of the Works and remedying of defects therein of the *[name of the Contract and identification number]* for the Accepted Contract Amount of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

In accordance with Sub-Clause 4.2 of the Conditions of Contract, you are requested to deliver the Performance Security to the Employer within 28 days after receiving this Letter of Acceptance, using for that purpose one of the Performance Security Forms included in Section X, Annex to the Particular Conditions - Contract Forms, of the Bidding Document or in another form approved by the Employer.

Authorised Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as _____ should be executed by the Contractor, and has accepted a Bid by the Contractor for the design, execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

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

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

(a) _____ the Letter of Acceptance dated _____

(b) _____ the Technical and Financial Letters of Bid dated _____

(c) the Addenda Nos _____ (if any)

(d) the Particular Conditions, including Appendices A and B

(e) the General Conditions;

(f) the Employer’s Requirements

(g) the completed Schedules;

(h) the Contractor’s Proposal, and

(i) any other documents forming part of the Contract.

3. The Accepted Contract Amount is _____

4. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to design,

execute and complete the Works and remedy defects therein, in conformity in all respects with the provisions of the Contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the design, execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security Option 1: (Demand Guarantee)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that _____ *[Name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[Reference number of the contract]* dated _____ with you, for the design, execution and completion of the Works and remedying any defects therein of _____ *[Name of Contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Contractor, we _____ *[Name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (____) *[amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ____ Day of _____, 2____², and any demand for payment under it must be received by us at this office on or before that date.

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

[Signature(s)]

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

¹*The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Employer.*

²*Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer 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 Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*

Option 2: Performance Bond

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

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20 ____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

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

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security Demand Guarantee

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ *[Name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[Reference number of the contract]* dated _____ with you, for the design, execution and completion of the Works and remedying of any defects therein of _____ *[Name of Contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Contractor, we _____ *[Name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[Amount in figures]* (_____) *Amount in words*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilisation and design in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____ *[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.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

us at this office on or before (*the date 70 days after the expected expiry of the Time for Completion*) _____ (the “expiry date”)², when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Contractor to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

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

[Signature(s)]

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

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer 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 Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Retention Money Security Demand Guarantee

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

RETENTION MONEY GUARANTEE No.: _____

We have been informed that _____ *[Name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[Reference number of the contract]* dated _____ with you, for the design, execution and completion of the Works and remedying of any defects therein of _____ *[Name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money]*, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Contractor, we _____ *[Name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[Amount in figures]* (_____) *[Amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein..

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number _____ at _____ *[Name and address of Bank]*.

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

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

[Signature(s)]

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