**STANDARD PROCUREMENT DOCUMENT**

**Procurement of Works**

**Small Works**

**(After prequalification)**

**Caribbean Development Bank**

**January 2021**

Foreword

This Standard Bidding Document for the Procurement of Small Works (SBDSW) has been prepared by the Caribbean Development Bank (CDB).

This SBDW is based on the Master Bidding Document for the Procurement of Small Works, prepared by the Multilateral Development Banks and International Financing Institutions. This SBDW reflect the structure and the provisions of the aforementioned Master Bidding Documents, except where specific considerations within CDB have required a change.

This SBDSW is to be used when prequalification has taken place before Bidding.

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

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

Procurement Policy Unit

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**Preface**

This Standard Bidding Document for the Procurement of Works 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 has been updated to customise 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: point (j) of the Letter of Bid;
* 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. 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:

* + 1. substantially responsive to the Bidding document, and
		2. the lowest evaluated cost.

**Section IV Bidding Forms**

This Section includes the forms for the Bid submission, Bill of Quantities or Activity Schedule to be completed by the Bidder and submitted 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 Works’ Requirements**

This Section specifies the Scope of Works, Specification, the Drawings, and supplementary information that constitute the Works’ Requirements for the Works to be procured. The Works’ 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 executing the works.

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section VIII General Conditions of Contract (GC)**

This Section contains the general conditions of contract (GC) to be applied under the resulting contract(s). **The GC shall not be modified.**

**Section IX Particular Conditions of Contract (PC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract, 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 modify or supplement the GC and shall be prepared by the Employer.

**Section X Contract Forms**

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

**Bidding Document for**

**Procurement of Small Works**

**Procurement of:**

 **Issued on:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **ICB No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Project:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Employer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Country:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Standard Bidding Document

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**Section I - Instructions to Bidders**

|  |
| --- |
|  General |
| 1. Scope of Bid
 | * 1. The Employer, as **indicated in Section II, Bid Data Sheet (BDS)**, issues this Bidding Document for the procurement of the Works as specified in Section VII, Works’ Requirements. The name, identification, and number of lots (contracts) **provided in the BDS**.
 |
|  | * 1. Unless **otherwise stated, throughout this Bidding Document:**
1. 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;
2. if the context so requires, “singular” means “plural’ and vice versa;
3. “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;
4. the term “ESHS” means environmental, social, health and safety (including Sexual and Gender Based Violence (SGBV);
5. the term “SGBV” means Sexual and Gender Based Violence, as defined and explained in Appendix B to the Particular Conditions; and
6. the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents.”
 |
| 1. Source of Funds
 | * 1. The Recipient of CDB Financing (hereinafter called “Recipient”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Caribbean Development Bank (hereinafter called “the Bank”) 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 is issued.
 |
|  | * 1. Payments by the Bank 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 the Bank (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.
 |
| 1. Prohibited Practices and Other Integrity Related Matters

Matters | * 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.
	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), proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by CDB.
 |
| 1. Eligible Bidders
 | * 1. Bidders shall meet the eligibility criteria as per this ITB and Section V.
 |
|  | * 1. 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 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.
 |
|  | * 1. 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.
 |
|  | * 1. Bidders or JV partners shall have the nationality of an eligible country as detailed in Section V and shall comply with the following:
 |
|  | 1. 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;
 |
|  | 1. 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
 |
|  | 1. 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.
 |
|  | * 1. 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:
 |
|  | * + 1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
		2. receives or has received any direct or indirect subsidy from another Bidder; or
		3. has the same legal representative as another Bidder; or
		4. 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
 |
|  | * + 1. 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
		2. 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
		3. 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
		4. 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.
 |
|  | * 1. A Bidder that has been suspended or sanctioned by CDB ***[Note to client: if project is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), please include the following text ]*** or against whom an MDB Debarment[[1]](#footnote-2) or MDB Cross-Debarment[[2]](#footnote-3) 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 ***[Note to client: if Project is subject to Procurement Procedures for Projects Financed by CDB (January, 2021), please include the following text ]*** 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**.
 |
|  | * 1. 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.
	2. A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.
	3. 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:
1. 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;
2. 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:
3. to enter into legally binding contracts;
4. to sue;
5. to be sued; and
 |
|  | 1. to borrow money, being liable for the repayment of debts and being able to be declared bankrupt.
 |
|  | * 1. 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.
 |
|  | * 1. A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
	2. This Bidding is open only to prequalified Bidders.
 |
| 1. Eligible Goods and Services
 | * 1. The materials, equipment and services to be supplied under the Contract and financed by the 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.
 |
|  Contents of Bidding Document |
| 1. Sections of Bidding Document
 | * 1. The Bidding Document consist of Parts 1, 2*,* and3*,* which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**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**PART 2 Works Requirements**Section VII – Works Requirements **PART 3 Conditions of Contract and Contract Forms**Section VIII − General Conditions (GC)Section IX − Particular Conditions (PC), including Appendix A and BSection X − Contract Forms |
|  | * 1. The Invitation for Bids issued by the Employeris not part of the Bidding Document.
 |
|  | * 1. 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.
	2. 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.
 |
| 1. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting
 | * 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 inquiries 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 fourteen (14) prior to the deadline for submission of Bids. The Employer’sresponse shall be in writing with copies 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 Employerdeem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
 |
|  | * 1. The Bidder is advised to visit and examine the project site and obtain for itself, on its own responsibility, all information that may be necessary for preparing the Bid and entering into a contract for provision of the Requirements. The costs of visiting the Site shall be at the Bidder’s own expense.
 |
|  | * 1. Pursuant to ITB 7.2, where the Bidder and any of its personnel or agents have been granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, the Bidder, its personnel, and agents will release and indemnify the Employerand its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
 |
|  | * 1. 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. If so provided in the BDS, the Employer will organise a site visit.
 |
|  | * 1. The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
 |
|  | * 1. Minutes of the pre-bid meeting, if applicable, 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.
 |
|  | * 1. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
 |
| 1. Amendment of Bidding Document
 | * 1. At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
 |
|  | * 1. 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.
 |
|  | * 1. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employermay, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2
 |
| Preparation of Bids |
| 1. Cost of Bidding
 | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
 |
| 1. Language of Bid
 | * 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.
 |
| 1. Documents Comprising the Bid
 | * 1. The Bid shall comprise the following:
1. Letter of Bid in accordance with ITB 12;
2. Completed Schedules, including priced Bills of Quantity or Activity Schedule, in accordance with ITB 12 and 14 and as provided in Section IV, Bidding Forms;
3. Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
4. alternative proposals if permissible, in accordance with ITB 13;
5. written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and 20.3;
6. Technical Proposal in accordance with ITB 16;
7. documentary evidence, in accordance with ITB 17, establishing the Bidder’s continued qualified status to perform the contract if its Bid is accepted;
8. In the case of a Bid submitted by a JVCA, JVCA agreement, or letter of intent to enter into a JVCA including a draft agreement, indicating at least the parts of the Requirements to be executed by the respective partners; and
9. Any other document **required in the BDS**.
 |
| 1. Letter of Bid and Schedules
 | * 1. The Letter of Bid and Schedules shall be prepared using the relevant forms in Section IV, Bidding Forms. The forms must be completed as indicated in each form 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 with the information requested.
 |
| 1. Alternative Proposals
 | * 1. Unless otherwise **indicated in the BDS**, alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.
 |
|  | * 1. When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different alternative time for completion will be described in Section III, Evaluation and Qualification Criteria.
 |
|  | * 1. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer’s requirements as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer*,* including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
 |
|  | * 1. When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Requirements and such parts will be **identified in the BDS** as will the method for their evaluation and described in Section VII, Works’ Requirements
 |
| 1. Bid Prices and Discounts
 | * 1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
 |
|  | * 1. The Bidder shall submit a Bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
 |
|  | * 1. The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
 |
|  | * 1. Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.
 |
|  | * 1. If so indicated in ITB 1.1, Bids are 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 14.4, provided the Bids for all contracts are submitted and opened at the same time.
 |
|  | * 1. Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the 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, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
 |
|  | * 1. 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.
 |
| 1. Currencies of Bid and Payment
 | * 1. The currency(ies) of the Bid and the currency(ies) of payment shall be as **specified in the BDS**.
 |
|  | * 1. 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 unit rates and prices and shown in the Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
 |
| 1. Documents Comprising the Technical Proposal
 | * 1. The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder’s proposal to meet the work requirements and the completion time.
 |
| 1. Documents Establishing the Qualifications of the Bidder
 | * 1. In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time.
	2. Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) 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; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the issuance of the Bidding document to the prequalified Bidders.
 |
|  | * 1. If so **required in the BDS**, a Bidder shall submit the Manufacturer’s Authorisation using the form included in Section IV, Bidding Forms, where the Bidder does not manufacture or produce the goods it offers to supply.
 |
|  | * 1. If so **required in the BDS**, a Bidder shall submit evidence that it will be represented by an agent in the country, equipped and able to carry out the suppliers’ maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and requirements where a Bidder does not conduct business within the Employer’s country.
 |
|  | * 1. Regional Bidders, individually or in joint ventures, eligible for a regional margin of preference, if ITB 33 so allows, shall supply all necessary information required to demonstrate they satisfy the criteria detailed in Section III, Evaluation and Qualification Criteria.
 |
| 1. Period of Validity of Bids
 | * 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 22.1. A Bid which is valid for a shorter period shall be rejected by the Employeras non-responsive.
 |
|  | * 1. 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 19, the Bidder granting the request shall also extend the Bid Security for 28 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid except as provided in ITB 19.3.
 |
|  | * 1. In the case of fixed price contracts, 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 adjusted by a factor specified in the request for extension. In the case of adjustable price contracts, no adjustment shall be made. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
 |
| 1. Bid Security
 | * 1. The Bidder shall furnish as part of its Bid, the original of either a Bid-Securing Declaration or a Bid Security using the relevant form included in Section IV, Bidding Forms. In the case of a Bid Security, the amount shall be **as specified in the BDS**.
 |
|  | * 1. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
 |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee, in any of the following forms at the Bidder’s option:
		1. an unconditional guarantee, issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
		2. an irrevocable letter of credit; or
		3. a cashier’s or certified cheque; or
		4. another security **indicated in the BDS**,

from a reputablesourcefrom an eligible country*.* If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer’s Country, the issuer 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. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employerprior 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 validity period of the Bid, or beyond any period of extension if requested under ITB 18.2. |
|  | * 1. Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration, if required in accordance with ITB 19.1, shall be rejected by the Employer as non-responsive.
 |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB 48.
 |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
 |
|  | * 1. The Bid Security may be forfeited or the Bid Securing Declaration executed:
1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereto provided by the Bidder; or
2. if the successful Bidder fails to:

sign the Contract in accordance with ITB 47; or |
|  | furnish a Performance Security in accordance with ITB 48. |
|  | * 1. The Bid Security or the Bid Securing Declaration of a JVCAshall be in the name of the JVCA that submits the Bid. If the JVCA has not been constituted into a legally-enforceable JVCA, at the time of Bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1 and 11.1(h).
 |
|  | * 1. If a Bid Security is not **required in the BDS**, pursuant to ITB 19.1, and
		1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
		2. if the successful Bidder fails to: sign the Contract in accordance with ITB 47; or furnish a Performance Security in accordance with ITB 48;

the Recipient may, if **provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as **stated in the BDS**. |
| 1. Format and Signing of Bid
 | * 1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “Original”. Alternative proposals, if permitted in accordance with ITB 13, 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.
	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.
 |
|  | * 1. 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 have been made shall be signed or initialed by the person signing the Bid.
 |
|  | * 1. A Bid submitted by a JVCA shall be signed by an authorised representative of the JVCA on behalf of the JVCA, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives.
 |
|  | * 1. Any amendments,interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
 |
| Submission and Opening of Bids |
| 1. Sealing and Marking of Bids
 | * 1. Bidders may always submit their Bids by mail or by hand. Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.
 |
|  | * 1. The inner and outer envelopes shall:
		1. bear the name and address of the Bidder;
		2. be addressed to the Employer in accordance with ITB 22.1;
		3. bear the specific identification of this Bidding process indicated in accordance with **BDS 1.1**; and
		4. bear a warning not to open before the time and date for Bid opening.
 |
|  | * 1. If envelopes and packages are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
 |
| 1. Deadline for Submission of Bids
 | * 1. Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**. When so **specified in the BDS** Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures **specified in the BDS**.
 |
|  | * 1. The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
 |
| 1. Late Bids
 | * 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.
 |
| 1. Withdrawal, Substitution, and Modification of Bids
 | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include 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:
 |
|  | * + 1. prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal”, “Substitution”, “Modification”; and
		2. received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
 |
|  | * 1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
 |
|  | * 1. 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.
 |
| 1. Bid Opening
 | * 1. Except in the cases specified in ITB 23 and 24.2, 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**.
 |
|  | * 1. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. 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.
 |
|  | * 1. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Bid opening.
 |
|  | * 1. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Bid opening.
 |
|  | * 1. The Employer shall open all other envelopes one at a time and read out: the name of the Bidder and the Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
 |
|  | * 1. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending Bid opening in the **manner indicated in the BDS**.
 |
|  | * 1. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
 |
|  | * 1. The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative proposals; and the presence or absence of a Bid Security or a Bid-Securing Declaration if one was requested.
 |
|  | * 1. 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 who submitted Bids in time.
 |
| Evaluation and Comparison of Bids |
| 1. Confidentiality
 | * 1. Information relating to the evaluation of Bids and recommendations of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 45 or in the case of a Standstill Period an Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.
 |
|  | * 1. Any attempt by a Bidder to influence improperly the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
 |
|  | * 1. 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 may do so in writing.
 |
| 1. Clarification of Bids
 | * 1. Toassist 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 allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employershall not be considered. The Employer*’*s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employerin the evaluation of the Bids, in accordance with ITB 31.
 |
|  | * 1. 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
 |
| 1. Deviations, Reservations and Omissions
 | * 1. During the evaluation of Bids, the following definitions apply:

“Deviation” is a departure from the requirements specified in the Bidding Document; |
|  | “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and“Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 1. Determination of Responsiveness
 | * 1. The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
	2. A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
 |
|  | * 1. A material deviation, reservation, or omission is one that:
	2. if accepted, would:

affect in any substantial way the scope, quality, or performance of the Works’ Requirements as specified in Section VII; orlimit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or* 1. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
 |
|  | * 1. The Employer shall examine the technical aspects of the Bid submitted, in accordance with ITB 16, to confirm that all requirements of Section VII have been met without any material deviation, reservation or omission.
 |
|  | * 1. If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
 |
| 1. Non-conformities, Errors and Omissions
 | * 1. Provided that a Bid is substantially responsive, the Employer may waive any quantifiable non-conformities in the Bid that do not constitute a material deviation, reservation or omission.
 |
|  | * 1. 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 non-material non-conformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
 |
|  | * 1. Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the non-conforming item or component. The adjustment shall be made in the manner **specified in the** **BDS**.
 |
| 1. Correction of Arithmetical Errors
 | * 1. Provided that the Bid is substantially responsive, the Employershall correct arithmetical errors on the following basis:
1. only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 |
|  | * 1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.
 |
| 1. Conversion to Single Currency
 | * 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified** **in the BDS**.
 |
| 1. Margin of Preference
 | * 1. **Unless otherwise** **specified in the BDS**, a margin of preference[[3]](#footnote-4) for regional Bidders shall not apply.
 |
| 1. Sub-contractors
 | * 1. Unless otherwise **stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.
 |
|  | * 1. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works **as specified in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
 |
| 1. Evaluation of Bids
 | * 1. The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid in accordance with ITB 40.
 |
|  | * 1. To evaluate a Bid, the Employer shall consider the following:
		1. the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities[[4]](#footnote-5) for admeasurement contracts, but including Daywork[[5]](#footnote-6) items, where priced competitively;
		2. price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
		3. price adjustment due to discounts offered in accordance with ITB 14.4;
 |
|  | * + 1. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
		2. price adjustment for quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
		3. the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria).
 |
|  | * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
 |
|  | * 1. If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III. Evaluation and Qualification Criteria.
 |
| 1. Comparison Bids
 | * 1. The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
 |
| 1. Abnormally Low Bids
 | * 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 in regards to the Bidder’s ability to perform the Contract for the offered Bid Price.
 |
|  | * 1. 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.
 |
|  | * 1. 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.
 |
| 1. Unbalanced or Front Loaded Bids
 | * 1. If the Bid that is evaluated as the lowest evaluated cost is, in the Employer’s opinion, seriously unbalanced 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 with the scope of works, proposed methodology, schedule and any other requirements of the Bidding document.
 |
|  | * 1. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
1. accept the Bid; or
2. require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20 % of the Contract Price.
 |
| 1. Qualification of the Bidder
 | * 1. The Employershall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid continues to meet the qualifying criteria.
 |
|  | * 1. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17.1. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than Specialised Subcontractors if permitted in the Bidding document) or any other firm(s) different from the Bidder.
 |
|  | * 1. An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employershall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily.
 |
| 1. Most Advantageous Bid
 | * 1. Having compared the evaluated costs of Bids, the Employer shall 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:
1. substantially responsive to the Bidding document; and
2. the lowest evaluated cost.
 |
| 1. Employer’s Right to Accept Any Bid and to Reject Any or All Bids
 | * 1. The Employerreserves 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.
 |
| 1. Standstill Period
 | * 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 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder 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.
 |
| 1. Notification of Intention to Award
 | * 1. Subject to ITB 42 specifying that a standstill period applies, the Employer shall send to each Bidder 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:
1. the name and address of the Bidder submitting the successful Bid;

 1. the Contract price of the successful Bid;
2. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
3. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
4. the expiry date of the Standstill Period; and
5. instructions on how to request a debriefing and/or submit a complaint during the standstill period.
 |
| Award of Contract |
| 1. Award Criteria
 | * 1. Subject to ITB 41, the Employer shall award the Contract to the Bidder whose Bid has been determined to be the Most Advantageous Bid.
 |
| 1. Notification of Award
 | 45.1 Prior to the expiration of the period of Bid validity and upon expiry of a Standstill Period, if specified in ITB 42.1, 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 sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). |
|  | * 1. 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:

(a) name of each Bidder who submitted a Bid;(b) Bid prices as read out at Bid opening;(c) prices of each Bid as evaluated;(d) name of Bidders whose Bids were rejected and the reasons for their rejection; and(e) name of the winning Bidder, the final total contract price, the contract duration and a summary of the scope of the contract awarded. |
|  | * 1. 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.
 |
|  | * 1. Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
 |
| 1. Debriefing by the Employer
 | * 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. The requesting Bidder shall bear all the costs of attending such a debriefing.
	2. Where a standstill period is employed:

(a) on receipt of the Employer’s Notification of Intention to Award referred to in ITB 43.1, 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;(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, 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(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. |
|  | * 1. The debriefings of unsuccessful Bidders referred to in 46.1 and 46.2 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.
 |
| 1. Signing of Contract
 | * 1. The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.
 |
|  | * 1. The successful Bidder shall sign, date and return to the Employer the Contract Agreement within twenty-eight (28) days of its receipt.
 |
| 1. Performance Security
 | * 1. Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, subject to ITB 38.2, using for that purpose the Performance Security Form included in Section X (Contract Forms), or another form acceptable to 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 institutionlocated in the Employer’s Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
 |
|  | * 1. Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and
	2. forfeiture of the Bid Security, or execution of the Bid Security Declaration. In that event the Employer may award the Contract to the next Most Advantageous Bid.
 |
| 1. Adjudicator
 | * 1. The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.
 |
| 1. Complaints
 | * 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.]***

|  |
| --- |
| 1. **Introduction**
 |
| **ITB 1.1** | The number of the Invitation for Bids is: ***[insert reference number of the Invitation for Bids]\_\_\_\_\_\_\_\_\_\_\_\_\_\_***The Employer is: ***[insert name of Employer]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***The name of the ICB is: ***[insert name of ICB]*** The identification number of the ICB is: ***[insert identification number of ICB]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***The number and identification of lots (contracts) comprising this ICB is: ***[insert number and identification of lots (contracts)]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** |
| **ITB 2.1** | ***[delete if not applicable]***Electronic – Procurement SystemThe Employer shall use the following electronic-procurement system to manage this Bidding process:***[insert name of the e-system and url address or link]***The electronic-procurement system shall be used to manage the following aspects of the Bidding process:**[*list the aspects here and modify the relevant parts of the BDS accordingly, e.g., issuing Bidding document, submission of Bids, opening of Bids*]** |
| **ITB 2.1** | The Recipient is: ***[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]***The name of the Project is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert name of the project]*** |

|  |  |
| --- | --- |
| **ITB 4.2** | Maximum number of members in the JV shall be: ***[insert a number or “N/A”]*.** |
| **ITB 4.6** | A list of firms and individuals debarred by CDB is available on the Bank’s external website: ***[insert link or state not applicable]******[If project is subject to Procurement Procedures for Projects Financed by CDB (January, 2021) please include the below, otherwise it should be deleted]******[If project is subject to Procurement Procedures for Projects Financed by CDB (January, 2021) please include the below, otherwise it should be deleted]***A list of firms and individuals publicly debarred under MDB Debarment and MDB Cross-Debarment (see footnotes 2 and 3 in Section 1 defining these terms) are available at:**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> |
| 1. **Bidding Documents**
 |
| **ITB 7.1** | For **clarification purposes** only, the Employer’s address is:***[insert the corresponding information as required below. This address may be the same as or different from that specified under ITB 22.1 for Bid submission]***Attention: Street Address: Floor/Room number: City: Zip Code: Country: Telephone: Facsimile number: Electronic mail address:  |
| **ITB 7.4** | A Pre-Bid meeting ***[insert “shall” or “shall not”]*** take place at the following date, time and place:Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert date]***Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert time]***Place:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert place]***A site visit conducted by the Employer ***[insert “shall be” or “shall not be”]*** organised. |
| 1. **Preparation of Bids**
 |
| **ITB 10.1** | The language of the Bid is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert “English”]******[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:*** * + 1. ***the national language of the*** ***Recipient; or***

***(b) the language used nationwide in the Recipient’s country for commercial transactions, as accepted by CDB.******The Recipient shall take full responsibility for the correct translation of the documents into the national language.].******[Note to Client: If the document is also issued in a second language to English as agreed with CDB, use the following text]:***In addition, the Bidding document is translated into the *[Note to Client: insert language]* 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. |
| **ITB 11.1 (b)** | The following schedules shall be submitted with the bid: ***[insert schedules that must be submitted with the Bid,* *including the priced Bill of Quantities for admeasurement contracts and Schedule of Prices for lump sum contracts]*** |
| **ITB 11.1 (i)** | The Bidder shall submit with its bid the following additional documents: ***[insert type of any additional documents not already listed in ITB 11.1 that must be submitted with the Bid. The list of additional documents should include the following]***.**Code of Conduct for Contractor’s Personnel (ESHS)** The Bidder shall submit its Code of Conduct that will apply to the Contractor’s and Sub-contractor’s Personnel, to ensure compliance with the Contractor’s Environmental, Social, Health and Safety (ESHS) obligations under the Contract. ***[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works’ Requirements, e.g. risks associated with: labour influx, spread of communicable diseases, sexual and gender based violence, illicit behavior and crime, and maintaining a safe environment etc.]*** |
|  | In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.The Contractor shall be required to implement the agreed Code of Conduct.**Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks**The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: ***[Note: insert name of any specific plan and risk/s];**** ***[e.g. Sexual and Gender Based Violence (SGBV) prevention and response action plan];***
* ***[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic;]***
* ***[e.g. Water Resource Protection Plan to prevent contamination of drinking water];***
* ***[e.g. Boundary Marking and Protection Strategy for mobilisation and construction to prevent offsite adverse impacts];***
* ***[e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit]****.*

The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment, Social, Health and Safety Management Plan (C-ESHSMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here.***[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VII as advised by Environmental/Social specialist/s. The key risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project). The risks may arise during mobilisation or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilisation strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.]*** |
| **ITB 13.1** | Alternative Bids ***[insert “shall be” or “shall not be”]*** permitted.***[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria.]*** |
| **ITB 13.2** | Alternative times for completion ***[insert “shall be” or “shall not be”]*** permitted.***[If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]*** |
| **ITB 13.4** | Alternative technical solutions shall be permitted for the following parts of the Works: ***[Insert part of the Works]****.****[If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]*** |
| **ITB 14.6** | The prices quoted by the Bidder ***[insert “shall be” or “shall not be”]*** subject to adjustment during the performance of the Contract.  |
| **ITB 15.1** | The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative ***[insert alternative]*** as described below:**Alternative A (Bidders to quote entirely in local currency):**1. The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in ***[Insert the name of the currency of the Employer’s Country]***, the name of the currency of the Employer’s country, 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 him for the payment of such foreign currency requirements, limited to no more than three foreign currencies.
2. 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 Appendix to Bid - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.

**Alternative B (Bidders allowed to quote in local and foreign currencies):**1. The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:
 |
|  | 1. for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in ***[Insert the name of the currency of the Employer’s Country]***, the name of the currency of the Employer’s country, and further referred to as “the local currency”; and
2. 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.
 |
| **ITB 17.2** | The Bidder ***[insert “shall” or “shall not”]***submit with its bid, the Manufacturer’s Authorisation for the following part: ***[insert part or component]***. |
| **ITB 17.3** | The Bidder ***[insert “shall” or “shall not”]***submit with its bid, evidence that it will be represented by an Agent in the country. |
| **ITB 18.1** | The bid validity period shall be: ***[insert a number of days from the deadline for Bid submission] days.*** |
| **ITB 19.1** | **[*If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.*]**A Bid Security ***[insert “shall be” or “shall not be”]*** required. A Bid-Securing Declaration ***[insert “shall be” or “shall not be”]*** required.If a Bid Security shall be required, the amount and currency of the Bid Security shall be ***[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.]******[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.]*** |
| **ITB 19.3 (d)** | Other types of acceptable securities: **[*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*.]** |
| **ITB 19.9** | If the Bidder incurs 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.***[The following provision should be included and the required corresponding information inserted only if a Bid Security is not required under provision ITB 19.1 and the Employer wishes to declare the Bidder ineligible for a period of time should the Bidder perform any of the actions mentioned in provision ITB 19.9 (a) or (b), otherwise omit.]*** |
| **ITB 20.1** | In addition to the original of the Bid, the number of copies is**: *[insert number of copies required]***. |
| **ITB 20.3** | The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: 1. ***[[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid]****.*
 |
| 1. **Submission and Opening of Bids**
 |
| **ITB 22.1** | For **Bid submission purposes** only, the Employer’s address is:***[Insert address below which may be the same as or different from that specified under provision ITB 7.1 for clarifications.]***Attention: Street Address: Floor/Room number: City: ZIP Code: Country: **The deadline for Bid submission is:*****[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.]***Date: Time:  |
|  | Bidders ***[Insert “shall” or “shall not”]*** have the option of submitting their Bids electronically.***[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.]***If Bidders have the option of submitting their Bids electronically, the electronic Bidding submission procedures shall be: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **ITB 25.1** | The Bid opening shall take place at:**[*Insert address/date/time below. The date/time shall be the same as that given for deadline for submission is ITB 22 or promptly thereafter to allow sufficient time to take the Bids to the place announced for public Bid opening.*]**Street Address: Floor/Room number: City : Country: Date: Time: **[*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.*]**If Bidders have the option of submitting their Bids electronically, the electronic Bid opening procedures shall be: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **ITB 25.6** | The Letter of Bid and priced Bill of Quantities shall be initialed by \_\_\_\_\_\_\_ ***[insert number]*** representatives of the Employer conducting Bid opening. ***[Insert procedure: Example: Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.]*** |
| 1. **Evaluation and Comparison of Bids**
 |
| **ITB 30.3** | The adjustment shall be based on the \_\_\_\_\_\_\_ ***[insert “average” or “highest”]*** price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate. |
| **ITB 32.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is ***[Insert name of currency]****.*The source of exchange rate shall be: ***[Insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country).]*** |
|  | The date for the exchange rate shall be: ***[insert day, month and year, e.g. 10  June, 2020 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of Bid validity period]***The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative ***[insert “A” or “B”]*** that follows:**Alternative A: Bidders to quote entirely in local currency**1. The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Insert the name of the currency of the Employer’s Country],*** 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.
2. 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 Appendix to Bid - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.

**Alternative B: Bidders to quote in local and foreign currencies**1. The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:
2. for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in \_\_\_\_\_\_\_\_\_\_\_ ***\_[Insert the name of the currency of the Employer’s Country]****,* and further referred to as “the local currency”; and
3. 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. |
| **ITB 33.1** | ***[The following provision should be included and the required corresponding information inserted only if the Procurement Plan authorises the application of a margin of preference and the Employer intends to apply it to the subject contract. Otherwise omit.]***A margin of regional preference ***[insert either “shall” or “shall not”]***apply.***[If a margin of preference applies, the application methodology shall be defined in Section III, Evaluation and Qualification Criteria*]** |
| **ITB 34.1** | At this time the Employer *\_\_\_\_\_\_\_\_\_\_\_\_\_* ***[insert “intends” or “does not intend”]***to execute certain specific parts of the Works by subcontractors selected in advance. |
| **ITB 34.2** | Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: *\_\_\_\_\_\_\_* ***[Insert % of the total contract amount or \_\_\_\_\_\_\_% of the volume of work].***Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the Subcontractors and their qualification and experience. |
| **ITB 42.1** | A standstill period ***[insert “shall” or “shall not”]*** apply. |
| 1. **Award of Contract**
 |
| **ITB 49.1** | The Adjudicator proposed by the Employer is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert* *name and address of proposed Adjudicator]****.* The hourly fee for this proposed Adjudicator shall be:\_\_\_\_\_\_\_\_\_\_ ***[insert amount and currency]****.* The biographical data of the proposed Adjudicator is as follows:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[Provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary.]*** |
| **ITB 50.1** | The procedures for making a Procurement-related Complaint are detailed in the Procurement Procedures for CDB Financed Projects (Annex 3). |

**Section III - Evaluation and Qualification Criteria**

This Section contains all the criteria that the Employer shall use to evaluate Bids of qualified Bidders. No other factor methods or criteria shall be used other than specified in this Bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

(a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

(b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

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

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1.

**1. Margin of Preference (ITB 33)**

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, in accordance with, and subject to, the following provisions:
2. 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.
3. After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:
4. Group A: Bids offered by regional contractors eligible for the preference.
5. Group B: Bids offered by other contractors.
6. 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 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.
7. The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder whose Bid has been determined to be:
8. substantially responsive to the Bidding document, and
9. the lowest evaluated cost.

**2. Evaluation**

1. In addition to the criteria listed in ITB 35.2 (a) to (e) the following criteria shall apply:
2. **Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilise key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works’ Requirements).

1. **Multiple Contracts**

If permitted under ITB 35.4, will be evaluated as follows:

1. Award Criteria for Multiple Contracts [ITB 35.4]:
	* + 1. Lots: Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combinations of lots, the contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.
			2. Packages: Bidders have the option to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

1. **Alternative Completion Times**

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: ***[Note to Client: insert appropriate text.]***

1. **Sustainable procurement**

If specific **sustainable procurement technical requirements** have been specified in Section VII - Specification, **either** state that ***(i)*** ***those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments  to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements***.

1. **Alternative Technical Solutions for specified parts of the Works**

If permitted under ITB 13.4, will be evaluated as follows: ***[Note to Client: insert appropriate text.]***

1. **Other Criteria**

If permitted under ITB 35.2 (f): ***[Note to Client: insert appropriate text.]***

**3. Qualification**

1. **Update of Information:** The Bidder shall continue to meet the criteria used at the time of prequalification.
2. **Specialised Subcontractors:** Only the Specialised Subcontractors as approved by the Employer will be considered. The Specialised Subcontractor shall continue to meet the criteria used at the time of prequalification. The general experience and financial resources of the Specialised Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.
3. **Financial Resources:** Using the relevant Form 3.1 in Section IV, Bidding 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 the overall cash flow requirements for this Contract and its current Works commitment.
4. **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) Key Personnel, as described in the specifications. The Bidder shall provide details of the Contractor’s Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

1. **Equip****ment:** The Bidder must demonstrate that it has access to the key equipment listed hereafter:

***[Specify requirements for each lot as applicable]***

|  |  |  |
| --- | --- | --- |
| **No.** | **Equipment Type and Characteristics** | **Minimum Number required** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV, Bidding Forms.

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Letter of Bid

|  |
| --- |
| ***INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT******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 is to help Bidders in preparing this form.*** |

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

ICB No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert identification number]***

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

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert complete name of Employer]***

We, the undersigned, declare that:

1. **No Reservations:** We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with ITB 8;
2. **Eligibility and No Conflicts of Interest:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **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;
4. **Conformity**: We offer to execute in conformity with the Bidding document and in accordance with the construction schedule the following Works: **[*insert a brief description of the Works*];**
5. **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: ***[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]****:*

**Or**

Option 2, in case of multiple lots: (a) 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 (b) 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*]**;

1. **Discounts:** The discounts offered and the methodology for their application are:
	* + 1. The discounts offered are: **[*specify in detail each discount offered*.]**
			2. The exact method of calculations to determine the net price after application of discounts is shown below: **[*specify in detail the method that shall be used to apply the discounts*]**;
2. **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 18.1 (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;
3. **Peformance Security**: If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
4. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and weare 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;
5. **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 CDB ***[******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;
6. **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];
7. **Commissions, Gratuities, 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, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]****.*

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

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

1. **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, until a formal contract is prepared and executed; and
2. **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.
3. **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.

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

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 \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_.

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

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

Schedules

Bill of Quantities/Schedules of Prices

**Notes for Preparing a Bill of Quantities**

*These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the Bidding documents. They should not be included in the final documents.*

**Objectives**

The objectives of the Bill of Quantities are:

1. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
2. when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemised in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

**Content**

The Bill of Quantities should be divided generally into the following sections:

1. Preamble;
2. Work Items (grouped into parts);
3. Daywork Schedule; and
4. Summary.

**Preamble**

The Preamble should indicate the inclusiveness of the unit prices, and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities and that are to be used for the measurement of any part of the Works.

**Rock**

Where excavation, boring, or driving is included in the Works, a comprehensive definition of rock (always a contentious topic in contract administration), should be provided in the Technical Specification and this definition should be used for the purposes of measurement and payment.

**Work Items**

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works that by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities. When a family of Price Adjustment Formulae is used, they should relate to appropriate sections in the Bill of Quantities.

**Quantities**

Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage, or waste. Quantities should be rounded up or down where appropriate and spurious accuracy should be avoided.

**Units of Measurement**

The following units of measurement and abbreviations are recommended for use (unless other national units are mandatory in the country of the Employer).

|  |  |  |  |
| --- | --- | --- | --- |
| **Unit** | **Abbreviation** | **Unit** | **Abbreviation** |
| cubic meterhectarehourkilogramlump summetermetric ton(1,000 kg) | m3 *or* cu mhahkgsummt | millimetermonthnumbersquare metersquare millimeterweek | mmmonnrm2 *or* sq mmm2 *or* sq mmwk |

**Ground and Excavation Levels**

The commencing surface should be identified in the description of each item for work involving excavation, boring, or driving, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for work involving excavation for which the excavated surface is not also the final surface. The depths of work should be measured from the commencing surface to the excavated surface, as defined.

**Daywork Schedule**

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise:

1. a list of the various classes of labour, materials, and Contractor’s Equipment for which basic Daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a Daywork basis; and
2. a percentage to be entered by the Bidder against each basic Daywork Subtotal amount for labour, materials, and Plant representing the Contractor’s profit, overheads, supervision, and other charges.

**Provisional Quantities and Sums**

Provision for quantity contingencies in any particular item or class of work with a high expectation of quantity overrun should be made by entering specific “Provisional Quantities” or “Provisional Items” in the Bill of Quantities, and *not* by increasing the quantities for that item or class of work beyond those of the work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a “Provisional Sum” in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a “Provisional Sum” in the Summary of the Bill of Quantities. The inclusion of such Provisional Sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

The estimated cost of specialised work to be carried out, or of special goods to be supplied, by a Nominated Subcontractor should be specified in the relevant part of the Bill of Quantities as a particular Provisional Sum with an appropriate brief description. A separate Bidding procedure is normally carried out by the Employer to select the specialists, who are then nominated as subcontractors to the main or prime contractor. To provide an element of competition among the main Bidders (or prime contractors) in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime contractor for the use and convenience of the specialist or nominated subcontractor, each related Provisional Sum should be following by an item in the Bill of Quantities inviting a percentage (to be quoted by the main Bidder) payable on the actual expenditure from the Provisional Sum.

The provisional sums shall also include an estimated amount to cover the Employer’s portion (50%) of the adjudicator’s fees and expenses.

**Summary**

The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable, including the adjudicator’s fees and expenses.

 1. Sample Bill of Quantities[[6]](#footnote-7)

(Local Currency and Foreign Currency)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Unit** | **Quantity** | **Rate** | **Amount** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total  |   |

**Sample Activity Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Description** | **Unit** | **Amount** |
|  |  |  |  |
|  |  |  |  |
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1. Schedule of Payment Currencies

**For *[insert name of Section of the Works]***

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **A** | **B** | **C** | **D** |
| **Name of Payment Currency** | **Amount of Currency** | **Rate of Exchange****to Local Currency** | **Local Currency Equivalent****C = A x B** | **Percentage of Net Bid Price (NBP)****100xC****NBP** |
| **Local currency**  |  | **1.00** |  |  |
| **Foreign Currency #1**  |  |  |  |  |
| **Foreign Currency #2**  |  |  |  |  |
| **Foreign Currency #3**  |  |  |  |  |
| **Net Bid Price** |  |  |  | **100.00** |
| **Provisional Sums Expressed in Local Currency** |  | **1.00** |  |  |
| **TOTAL BID PRICE****(Including provisional sum)** |  |  |  |  |

Schedule(s) of Adjustment Data

**Table A - Local Currency**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Index****Code** | **Index Description** | **Source of Index** | **Base Value****and Date** | **Bidder’s****Local 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]

**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If 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 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]

|  |
| --- |
| Form of Bid Security (Bank Guarantee) |

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

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

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Name and Address of Employer]***

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bid Guarantee No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[name of the Bidder, which in case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]*** (hereinafter called "the Bidder") has submitted to you its Bid dated \_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[name of contract]*** 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[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]***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:

1. has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
2. 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 Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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 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(s)]*

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

Form ofBid 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]*[[7]](#footnote-8) *[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:

1. withdraws its Bid during the period of bid validity specified in the Form of Bid; or
2. 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 Form, 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) (Signature)*

*(Printed name and title) (Printed name and title)*

Form ofBid-Securing Declaration

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

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

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

To:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert complete name of Employer]***

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Recipient for the period of time of ***[insert number of months or years]*** starting on ***[insert date]****,* 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; or

(b) 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, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[Insert signature of person whose name and capacity are shown]***

In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Insert legal capacity of person signing the Bid-Securing Declaration]***

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert complete name of person signing the Bid-Securing Declaration]***

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

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

*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.]***

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

Technical Proposal Forms

Personnel

Equipment

Site Organisation

Method Statement

Mobilisation Schedule

Construction Schedule

ESHS Management Strategies and Implementation Plans

Code of Conduct for Contractor’s Personnel (ESHS)

Others

Form PER -1

**Contractor’s Representative and Key Personnel 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.

**Contractor’ Representative and Key Personnel**

|  |  |
| --- | --- |
| **1.** | **Title of position:** Contractor’s Representative |
|  | **Name of candidate:**  |
|  | **Duration of appointment:** | ***[insert the whole period (start and end dates) for which this position will be engaged]*** |
|  | **Time commitment: for this position:** | ***[insert the number of days/week/months/ that has been scheduled for this position]*** |
|  | **Expected time schedule for this position:** | ***[insert the expected time schedule for this position (e.g. attach high level Gantt chart]*** |
| **2.** | **Title of position:** *[Environmental Specialist]* |
|  | **Name of candidate:** |
|  | **Duration of appointment:** | ***[insert the whole period (start and end dates) for which this position will be engaged]*** |
|  | **Time commitment: for this position:** | ***[insert the number of days/week/months/ that has been scheduled for this position]*** |
|  | **Expected time schedule for this position:** | ***[insert the expected time schedule for this position (e.g. attach high level Gantt chart]*** |
| **3.** | **Title of position:** *[Health and Safety Specialist]* |
|  | **Name of candidate:** |
|  | **Duration of appointment:** | ***[insert the whole period (start and end dates) for which this position will be engaged]*** |
|  | **Time commitment: for this position:** | ***[insert the number of days/week/months/ that has been scheduled for this position]*** |
|  | **Expected time schedule for this position:** | ***[insert the expected time schedule for this position (e.g. attach high level Gantt chart]*** |

|  |  |
| --- | --- |
| **4.** | **Title of position:** *[Social Specialist]* |
|  | **Name of candidate:**  |
|  | **Duration of appointment:** | ***[insert the whole period (start and end dates) for which this position will be engaged]*** |
|  | **Time commitment: for this position:** | ***[insert the number of days/week/months/ that has been scheduled for this position]*** |
|  | **Expected time schedule for this position:** | ***[insert the expected time schedule for this position (e.g. attach high level Gantt chart]*** |
| **5.** | **Title of position: Sexual and Gender Based Violence (SGBV) Expert*****Where a Project SGBV risks are assessed to be high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation and assault cases*** |
|  | **Name of candidate** |
|  | **Duration of appointment:** | ***[insert the whole period (start and end dates) for which this position will be engaged]*** |
|  | **Time commitment: for this position:** | ***[insert the number of days/week/months/ that has been scheduled for this position]*** |
|  | **Expected time schedule for this position:** | ***[insert the expected time schedule for this position (e.g. attach high level Gantt chart]*** |
| **6.** | **Title of position: *[insert title]*** |
|  | **Name of candidate** |
|  | **Duration of appointment:** | ***[insert the whole period (start and end dates) for which this position will be engaged]*** |
|  | **Time commitment: for this position:** | ***[insert the number of days/week/months/ that has been scheduled for this position]*** |
|  | **Expected time schedule for this position:** | ***[insert the expected time schedule for this position (e.g. attach high level Gantt chart]*** |

**Form PER-2:**

**Resumé and Declaration**

**Contractor’s Representative and Key Personnel**

|  |
| --- |
| **Name of Bidder:** |
| **Position [#*1*]: *[title of position from Form PER-1]*** |
| **Personnel information** | **Name:**  | **Date of Birth:** |
|  | **Address:** | **E-mail:** |
|  | **Professional Qualifications:** |
|  | **Academic Qualifications:** |
|  | **Language Proficiency:***[language and levels of speaking, reading and writing skills]*  |
| **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** |
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]*  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Declaration**

I, the undersigned *[insert either “Contractor’s Representative” or “Key Personnel” as applicable]*, 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:** | ***[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]*** |
| **Time Commitment:** | ***[insert period (start and end dates) for which this Contractor’s Representative or Key Personnel is available to work on this contract]*** |

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

1. be taken into consideration during Bid evaluation;
2. result in my disqualification from participating in the Bid;
3. result in my dismissal from the contract.

Name ofContractor’s Representative or **Key Personnel: *[insert name]***

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[day month year]*

**Countersignature of authorised representative of the Bidder:**

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[day month year]*

Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

|  |
| --- |
| **Type of Equipment\*** |
| **Equipment Information** | **Name of Manufacturer** | **Model and Power Rating** |
|  | **Capacity\*** | **Year of Manufacture\*** |
| **Current Status** | **Current Location** |
|  | **Details of Current Commitments** |
|  |  |
| **Source** | **Indicate Source of the Equipment** **o Owned o Rented o Leased o Specially manufactured** |

The following information shall be provided only for equipment not owned by the Bidder.

|  |  |
| --- | --- |
| **Owner** | **Name of Owner** |
|  | **Address of Owner** |
|  |  |
|  | **Telephone** | **Contact Name and Title** |
|  | **Fax** | **Email** |
| **Agreements** | **Details of rental / lease / manufacture agreements specific to the project** |
|  |  |
|  |  |

Site Organisation

*[insert Site Organisation information]*

Method Statement

*[insert Method Statement]*

Mobilisation Schedule

*[insert Mobilisation Schedule]*

Construction Schedule

***[insert Construction Schedule]***

**ESHS Management Strategies and Implementation Plans (ESHS-MSIP)**

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (i) 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 strategies and plans, 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.

**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 documents.*** |

|  |
| --- |
| **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. |

**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, social, health and safety risks related to the Works, including the risks of sexual and gender-based violence (SGBV).

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 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 behavior that we require from all Contractor’s Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior 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:
4. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
5. wearing required personal protective equipment;
6. using appropriate measures relating to chemical, physical and biological substances and agents; and
7. following applicable emergency operating procedures.
8. report work situations that he/she believes are not safe or healthy 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;
9. 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;
10. not alterate, 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;
11. abstain from any form of violence, harassment, intimidation, and/or exploitation, and aim seek peaceful resolution of conflicts;
12. 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);
13. 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);
14. 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);
15. not engage in any form of sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with the local community, and the Employer’s and other Contractor’s Personnel;
16. 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;
17. 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;
18. not engage in any form of sexual activity with individuals under the legal age of consent in the Recipient’s country;
19. 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);
20. report violations of this Code of Conduct; and
21. 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 behavior 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*]**

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 warm 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 behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**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 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]*

Others

Bidder’s Qualification

The Bidder shall update the information given during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification regarding:

1. Eligibility
2. Pending Litigation

(c) Financial Situation

For this purpose, the Bidder shall use the relevant forms included in this Section.

**Form ELI 1.1**

Bidder Information Sheet

Date: ***[insert day, month, year]***
ICB No. and title: ***[insert ICB number and title]***
Page***[insert page number]*** of ***[insert total number]*** pages

|  |
| --- |
| Bidder's legal name***[insert full legal name]*** |
| In case of Joint Venture (JV), legal name of each partner:***[insert full legal name of each partner in JV]*** |
| Bidder’s actual or intended country of constitution:***[indicate country of constitution]*** |
| Bidder’s actual or intended year of constitution:***[indicate year of Constitution]*** |
| Bidder's legal address in country of registration:***[insert street/ number/ town or city/ country]*** |
| Bidder's authorised representative informationName:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert full legal name]***Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert street/ number/ town or city/country]***Telephone/Fax numbers:\_\_\_\_\_\_\_\_ ***[insert telephone/fax numbers, including country and city codes]***E-mail address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[indicate e-mail address]*** |
| 1. Attached are copies of original documents of:¨ Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITA 4.4.¨ In case of state-owned enterprise or institution, in accordance with ITA 4.9 documents establishing:* Legal and financial autonomy
* Operation under commercial law

2. 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

|  |
| --- |
| Bidder’s JV name:***[insert full legal name]*** |
| JV member’s name:***[insert full legal name of Applicant's Party]*** |
| JV member’scountry of registration:***[indicate country of registration]*** |
| JV member's year of constitution:***[indicate year of constitution]*** |
| JV member’s legal address in country of registration:***[insert street/ number/ town or city/ country]*** |
| JV member’s authoriased representative informationName:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert full legal name]***Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert street/ number/ town or city/ country]***Telephone/Fax numbers:\_\_\_\_\_\_\_\_\_ ***[insert telephone/fax numbers, including country and city codes]***E-mail address: *[indicate e-mail address]* |
| 1. Attached are copies of original documents of:

¨ Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITA 4.4.¨ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2.¨ In case of state-owned enterprise or institution, in accordance with ITA 4.9 documents establishing:* Legal and financial autonomy
* Operation under commercial law

2. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership. |

**Form CON – 2**

**Historical Contract Non-Performance, Pending Litigation and Litigation History**

*[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

|  |
| --- |
| Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements of the Prequalification document |
| ¨ Contract non-performance did not occur since 1st January \_\_\_\_\_\_\_\_ ***[insert year]***.¨ Contract(s) not performed 1st January \_\_\_\_\_\_\_\_\_\_ ***[insert year]*** |
| **Year** | **Non performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, USD equivalent)** |
| ***[insert year]*** | ***[insert amount and percentage]*** | Contract Identification**: *[indicate complete contract name/number, and any other identification]***Name of Employer: ***[insert full name]***Address of Employer: ***[insert street/city/country]***Reason(s) for non performance: ***[indicate main reason(s)]*** | ***[insert amount]*** |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements, Prequalification document |
| ¨ No pending litigation  |
| ¨ Pending litigation |

|  |  |  |  |
| --- | --- | --- | --- |
| **Year of Dispute** | **Amount in Dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
| ***[insert year]*** | ***[insert amount]*** | Contract Identification: ***[indicate complete contract name, number, and any other identification]***Name of Employer: **[*insert full name*]**Address of Employer: **[*insert street/city/ countr*y]**Matter in dispute: ***[indicate main issues in dispute]***Party who initiated the dispute***: [indicate “Employer” or “Contractor”]***Status of dispute: ***[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*** | ***[insert amount]*** |
| Litigation History, in accordance with Section III, Evaluation and Qualification Criteria |
| ¨ No Litigation History.¨ Litigation History, as indicated below. |
| **Year of Dispute** | **Outcome as Percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
| **[*insert year*]** | ***[insert percentage]*** | Contract Identification: ***[indicate complete contract name, number, and any other identification]***Name of Employer: ***[insert full name]***Address of Employer: ***[insert street/city/ country]***Matter in Dispute: ***[indicate main issues in dispute]***Party who Initiated the Dispute: ***[indicate “Employer” or “Contractor”]***Reason(s) for Litigation and Award Decision ***[indicate main reason(s)]*** | ***[insert amount]*** |

**Form CON – 3**

**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)** |
| ***[insert year]*** | ***[insert amount and percentage]*** | Contract Identification: ***[indicate complete contract name/ number, and any other identification]***Name of Employer: ***[insert full name]***Address of Employer: ***[insert street/city/country]***Reason(s) for suspension or termination: ***[indicate main reason(s) e.g. gender based violence; sexual exploitation or assault breaches; safety breaches]*** | ***[insert amount]*** |
| ***[insert year]*** | ***[insert amount and percentage]*** | Contract Identification: ***[indicate complete contract name/ number, and any other identification]***Name of Employer: ***[insert full name]***Address of Employer: ***[insert street/city/country]***Reason(s) for suspension or termination: ***[indicate main reason(s)]*** | ***[insert amount]*** |
| *…* | *…* | ***[list all applicable contracts]*** | *…* |
| **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)** |
| ***[insert year]*** | Contract Identification: ***[indicate complete contract name/ number, and any other identification]***Name of Employer: ***[insert full name]***Address of Employer: ***[insert street/city/country]***Reason(s) for calling of Performance Security: ***[indicate main reason(s) e.g. e.g. gender-based violence; sexual exploitation or assault breaches]*** | ***[insert amount]*** |

**Form CCC**

Current Contract Commitments/Works in Progress

Bidders and each partner to a JVCA 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Contract** | **Employer 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. |  |  |  |  |
| etc. |  |  |  |  |

**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 *[insert number]*****years***,****[insert in words]*****(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:

1. 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).
2. be independently audited or certified in accordance with local legislation.
3. be complete, including all notes to the financial statements.
4. correspond to accounting periods already completed and audited.

¨ Attached are copies of financial statements[[8]](#footnote-9) for the ***[number]***years required above; and complying with the requirements

**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** |
| ***[indicate year]*** | ***[insert amount and indicate currency]*** |  | ***[insert amount in USD equivalent]*** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Average Annual Construction Turnover\* |  |  |  |

\*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Prequalification Document’s Section III (Evaluation and Qualification Criteria), Sub-Factor 2.3.2, divided by that same number of years.

**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 indicated in Section III, Evaluation and Qualification Criteria.

|  |  |
| --- | --- |
| **Source of Financing** | **Amount (USD equivalent)** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

**Section V - Eligible Countries**

1. In reference to ITA 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 ITA 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:

* 1. Under ITA 4.10 (a): ***[insert a list of the countries following approval by CDB to apply the restriction or state “none”].***
	2. Under ITA 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. CDBhas 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:
2. defines, for the purposes of this provision, Prohibited Practices as follows:
3. **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
4. **“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;
5. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
6. **“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
7. **“obstructive practice”** is:
8. 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
9. acts which impede the exercise of CDB’s access, inspection and audit rights provided for under Paragraph 1(f) below.
10. 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;

1. 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;
2. 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;
3. may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
4. 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.
5. 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 tender or RFP documents, and similar associated documents1. CDB will accept the introduction of such undertaking at the request of a BMC, provided the arrangements governing such undertaking are satisfactory to CDB.
6. 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).

PART 2 – Employer’s Requirements

**Section VII - Works’ Requirements**

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Specifications

*A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.*

*Samples of Specifications from previous similar projects in the same country are useful in to prepare Specifications. The use of metric units is encouraged by the Bank. Most Specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.*

*There are considerable advantages in standardizing General Specifications for repetitive Works in recognised public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.*

*Any additional sustainable procurement technical requirements (beyond the ESHS requirements stated in the Environmental, Social, Health and Safety Requirements section below) shall be clearly specified. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders’ innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer works that exceeds the specified minimum sustainable procurement requirements.*

*Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognised international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Recipient’s country or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.*

***“Equivalency of Standards and Codes”***

*Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified shall be accepted subject to the Project Manager’s prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager’s consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.”*

*These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.*

**Environmental, Social, Health and Safety Requirements**

*The Employer should use the services of a suitably qualified environmental, social, health and safety specialist/s to prepare the specifications for ESHS working with a procurement specialist/s.*

*The Employer should attach or refer to the Employer’s environmental, social, health and safety policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.*

**Suggested Content for an Environmental and Social Policy Statement**

*The Works’ policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual and gender-based violence (SGBV), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with CDB to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people*, etc. *The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

*The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.*

*The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the Particular Conditions of Contract.*

*As a minimum, the policy is set out to the commitments to:*

1. *apply good international industry practice to protect and conserve the natural environment and to minimise unavoidable impacts;*
2. *provide and maintain a healthy and safe work environment and safe systems of work;*
3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
5. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for SGBV, inhumane treatment, sexual activity with those under the age of consent under local legislation, and sexual harassment;*
6. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
7. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
8. *engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
9. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
10. *minimise the risk of sexually transmitted diseases (STDs), including HIV transmission, and to mitigate the effects of STDs and HIV/AIDS associated with the execution of the Works;*

*The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.*

**Minimum Content of ESHS requirements**

*In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider:*

1. *project reports e.g. ESIA/ESMP.*
2. *consent/permit conditions.*
3. *required standards including CDB’s Environmental and Social Review Procedures.*
4. *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the CDB’s Environmental and Social Review Procedures).*
5. *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides.*
6. *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment.*
7. *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SGBV.*
8. *SGBV prevention and management.*

*The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working.*

*The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract, and in particular:*

*General Conditions of Contract*

Sub-clause 3 Language and Law

Sub-clause 7.1 Subcontracting

Sub-clause 8.1 Other Contractors

Sub-clause 9 Personnel and Equipment

Sub-clause 12 Contractor’s Risks

Sub-clause 15.1 Contractor to Construct the Works

Sub-clause 18 Safety and Protection of the Environment

Sub-clause 19.1 Discoveries

Sub-clause 31 Early Warnings

Sub-clause 41.4 Payments

**Payment for ESHS Requirements**

*The Employer’s ESHS and procurement specialists should consider how the Contractor will cost the delivery of the ESHS requirements. In the majority of cases, the payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Bidder’s rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, SGBV awareness and sensitisation or to encourage the contractor to deliver additional ESHS outcomes beyond the requirement of the Contract.*

Drawings

***[Insert a list of Drawings]***

*The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.*

**Supplementary Information**

PART 3 – Conditions of Contract

 and Contract Forms

**Section VIII - General Conditions of Contract**

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

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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**General Conditions of Contract**

|  |
| --- |
| 1. General
 |
| 1. Definitions
 | * 1. Boldface type is used to identify defined terms.
1. The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
2. The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
3. The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
4. Bank means the financing institution **named in the PCC**.
5. Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
6. Compensation Events are those defined in GCC Clause  42 hereunder.
7. The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
8. The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
9. The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
10. The Contractor’s Bid is the completed bidding document submitted by the Contractor to the Employer.
11. The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
12. Days are calendar days; months are calendar months.
13. Dayworks are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.
14. A Defect is any part of the Works not completed in accordance with the Contract.
15. The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
16. The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
17. Adjudicator means the single person appointed under Clause 23.
18. Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
19. The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
20. Equipment is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
21. “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
22. The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Acceptance.
23. The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
24. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
25. Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
26. The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
27. PCC means Particular Conditions of Contract.
28. The Site is the area **defined as such in the PCC**.
29. Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
30. Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
31. The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
32. A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
33. Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
34. A Variation is an instruction given by the Project Manager which varies the Works.
35. The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.
 |
| 1. Interpretation
 | * 1. In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
	2. If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
	3. The documents forming the Contract shall be interpreted in the following order of priority:
1. Agreement,
2. Letter of Acceptance,
3. Contractor’s Bid,
4. Particular Conditions of Contract,
5. General Conditions of Contract,
6. Specifications,
7. Drawings,
8. Bill of Quantities,[[9]](#footnote-10) and
9. any other document **listed in the PCC** as forming part of the Contract.
 |
| 1. Language and Law
 | * 1. The language of the Contract and the law governing the Contract are **stated in the PCC**.
	2. Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer’s Country when:

(a) as a matter of law or official regulations, the Recipient’s country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 1. Project Manager’s Decisions
 | * 1. Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
 |
| 1. Delegation
 | * 1. Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
 |
| 1. Communications
 | * 1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
 |
| 1. Subcontracting
 | * 1. The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations.
 |
| 1. Other Contractors
 | * 1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
 |
| 1. Personnel and Equipment
 | * 1. The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
	2. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
	3. If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
 |
| 1. Employer’s and Contractor’s Risks
 | * 1. The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.
 |
| 1. Employer’s Risks
 | * 1. From the Start Date until the Defects Liability Certificate has been issued, the following are Employer’s risks:
1. The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
	1. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or
	2. negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
2. The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
	1. From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer’s risk except loss or damage due to:
3. a Defect which existed on the Completion Date,
4. an event occurring before the Completion Date, which was not itself an Employer’s risk, or
5. the activities of the Contractor on the Site after the Completion Date.
 |
| 1. Contractor’s Risks
 | 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer’s risks are Contractor’s risks. |
| 1. Insurance
 | * 1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor’s risks:
1. loss of or damage to the Works, Plant, and Materials;
2. loss of or damage to Equipment;
3. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
4. personal injury or death.
	1. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
	2. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	3. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
	4. Both parties shall comply with any conditions of the insurance policies
 |
| 1. Site Data
 | * 1. The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
 |
| 1. Contractor to Construct the Works
 | * 1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
 |
| 1. The Works to Be Completed by the Intended Completion Date
 | * 1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
 |
| 1. Approval by the Project Manager
 | * 1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
	2. The Contractor shall be responsible for design of Temporary Works.
	3. The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.
	4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
 |
| 1. Safety and Protection of the Environment
 | * 1. The Contractor shall be responsible for the safety of all activities on the Site
	2. The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
 |
| 1. Discoveries
 | * 1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them.
 |
| 1. Possession of the Site
 | * 1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
 |
| 1. Access to the Site
 | * 1. The Contractor shall allow the Project Manager and any person authorised by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
 |
| 1. Instructions, Inspections and Audits
 | * 1. The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
	2. The Contractor shall permit the Bank to inspect the Contractor’s accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.
	3. Pursuant to Appendix A to the Particular Conditions, the Contractor shall permit and shall cause its Subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor’s and its Subcontractors’ and sub-consultants’ attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).
 |
| 1. Appointment of the Adjudicator
 | * 1. The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer’s issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
	2. Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.
 |
| 1. Procedure for Disputes
 | * 1. If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager’s decision.
	2. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
	3. The Adjudicator shall be paid by the hour at the **rate specified in the** **PCC,** together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision shall be final and binding.
	4. The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the PCC.**
 |
| 1. Prohibited Practices and Other Integrity Related Matters
 | 25.1 The Bank requires compliance with its policy in regard to Prohibited Practices and Other Integrity Related Matters as set forth in Appendix A to the PCC.25.2 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. |
| **B. Time Control** |
| 1. Programme
 | * 1. Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Programme shall be consistent with those in the Activity Schedule.
	2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
	3. The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date
 |
|  | on which the overdue Programme has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.* 1. The Project Manager’s approval of the Programme shall not alter the Contractor’s obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events.
 |
| 1. Extension of the Intended Completion Date
 | * 1. The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
	2. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
 |
| 1. Acceleration
 | * 1. When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
	2. If the Contractor’s priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
 |
| 1. Delays Ordered by the  Project Manager
 | * 1. The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
 |
| 1. Management Meetings
 | * 1. Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
 |
|  | * 1. The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
 |
| 1. Early Warning
 | * 1. The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	2. The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
 |
| **C. Quality Control** |
| 1. Identifying Defects
 | * 1. The Project Manager shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
 |
| 1. Tests
 | * 1. If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
 |
| 1. Correction of Defects
 | * 1. The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
	2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.
 |
| 1. Uncorrected Defects
 | * 1. If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
 |
| **D. Cost Control** |
| 1. Contract Price[[10]](#footnote-11)
 | * 1. In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
 |
| 1. Changes in the Contract Price[[11]](#footnote-12)
 | * 1. In the case of an admeasurement contract:
1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
2. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
3. If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
 |
| 1. Variations
 | * 1. All Variations shall be included in updated program[[12]](#footnote-13)produced by the Contractor.
	2. The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
 |
|  | * 1. If the Contractor’s quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Contractor’s costs.
	2. If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
	3. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
	4. If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.[[13]](#footnote-14)
 |
|  | * 1. Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:
1. the proposed change(s), and a description of the difference to the existing contract requirements;
2. a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and
3. description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:1. accelerate the contract completion period; or
 |
|  | 1. reduce the Contract Price or the life cycle costs to the Employer; or
2. improve the quality, efficiency, safety or sustainability of the Facilities; or
3. yield any other benefits to the Employer,

without compromising the functionality of the Works. |
|  | If the value engineering proposal is approved by the Employer and results in:1. a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or
2. an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.
 |
| 1. Cash Flow Forecasts
 | * 1. When the Programme[[14]](#footnote-15) is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
 |
| 1. Payment

Certificates | * 1. The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
	2. The Project Manager shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.
	3. The value of work executed shall be determined by the Project Manager.
	4. The value of work executed shall include the value of the quantities of work in the Bill of Quantities that have been completed.[[15]](#footnote-16)
	5. The value of work executed shall include the valuation of Variations and Compensation Events.
	6. The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 |
| 1. Payments
 | * 1. Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
	2. If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	3. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
	4. Items of the Works for which no rate or price has been entered shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
 |
| 1. Compensation Events
 | * 1. The following shall be Compensation Events:
1. The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
2. The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
3. The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
4. The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
5. The Project Manager unreasonably does not approve a subcontract to be let.
6. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of

the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site |
|  |
|  | 1. The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
2. Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
3. The advance payment is delayed.
4. The effects on the Contractor of any of the Employer’s Risks.
5. The Project Manager unreasonably delays issuing a Certificate of Completion.
 |
|  | * 1. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
	2. As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
	3. The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Project Manager.
 |
| 1. Tax
 | * 1. The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause  44.
 |
|  |
| 1. Currencies
 | * 1. Where payments are made in currencies other than the currency of the Employer’s country **specified in the PCC,** the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s Bid.
 |
| 1. Price Adjustment
 | * 1. Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

**Pc = Ac + Bc Imc/Ioc**where: Pc is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.” Ac and Bc are coefficients[[16]](#footnote-17) **specified in the PCC,** representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”* 1. If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
 |
| 1. Retention
 | * 1. The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
	2. Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the
 |
|  | Contractor before the end of this period have been corrected. The. Contractor may substitute retention money with an “on demand” Bank guarantee |
| 1. Liquidated Damages
 | * 1. The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
	2. If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.
 |
| 1. Bonus
 | * 1. The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
 |
| 1. Advance

Payment | * 1. The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
	2. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilisation expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
	3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
 |
| 1. Securities
 | * 1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.
 |
| 1. Dayworks
 | * 1. If applicable, the Dayworks rates in the Contractor’s Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
	2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
	3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
 |
| 1. Cost of Repairs
 | * 1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.
 |
| **E. Finishing the Contract** |
| 1. Completion
 | * 1. The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
 |
| 1. Taking Over
 | * 1. The Employer shall take over the Site and the Works within seven days of the Project Manager issuing a certificate of Completion.
 |
| 1. Final Account
 | * 1. The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
 |
| 1. Operating and Maintenance Manuals
 | * 1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**
 |
|  | * 1. If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1**,** or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
 |
| 1. Termination
 | * 1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
1. the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Project Manager;
2. the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
3. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
4. a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
5. the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
6. the Contractor does not maintain a Security, which is required;
7. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
 |
|  | * 1. If the Contractor, in the judgment of the Employer has engaged in Prohibited Practices, as defined Appendix A to the PCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above,the Project Manager shall decide whether the breach is fundamental or not.
	2. Notwithstanding the above, the Employer may terminate the Contract for convenience.
	3. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
 |
| 1. Payment Upon Termination
 | * 1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
 |
|  | * 1. .If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
 |
| 1. Property
 | * 1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.
 |
| 1. Release from Performance
 | * 1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
 |
| 1. Suspension of Bank Financing
 | * 1. In the event that the Bank suspends the financing to the Employer, from which part of the payments to the Contractor are being made:
1. The Employer is obligated to notify the Contractor of such suspension within seven days of having received the Bank’s suspension notice.
 |
|  | 1. If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.
 |
| 1. Eligibility
 | * 1. Contractors or joint venture partners shall have the nationality of an eligible country as **detailed in the PCC** and shall comply with the following:

(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.* 1. The equipment, material, and services to be incorporated in or required for the Works shall have their origin in any country with the exceptions **indicated in the PCC**.
 |

**Section IX - Particular Conditions of Contract**

Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

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| **A. General** |
| **GCC 1.1 (d)** | The financing institution is: |
| **GCC 1.1 (s)** | The Employer is ***[insert name, address, and name of authorised representative]***. |
| **GCC 1.1 (w)** | The Intended Completion Date for the whole of the Works shall be ***[insert date]****.****[If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here]****.* |
| **GCC 1.1 (z)** | The Project Manager is ***[insert name, address, and name of authorised representative]***. |
| **GCC 1.1 (bb)** | The Site is located at ***[insert address of Site ]*** and is defined in drawings No. ***[insert numbers]****.* |
| **GCC 1.1 (ee)** | The Start Date shall be ***[insert date]***. |
| **GCC 1.1 (ii)** | The Works consist of ***[insert brief summary, including relationship to other contracts under the Project]***. |
| **GCC 1.1 (jj)** | The following is added as GCC 1.1. (jj): “ESHS” means environmental, social, health and safety (including Sexual and Gender Based Violence (SGBV). |
| **GCC 1.1 (kk)** | The following is added as GCC 1.1. (kk): “SGBV” means Sexual and Gender Based Violence, as defined and explained in Appendix B to the Particular Conditions. |

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| --- | --- |
| **GCC 2.2** | Sectional Completions are: ***[insert nature and dates, if appropriate]***.  |
| **GCC 2.3(i)** | The following documents also form part of the Contract: ***[list the following and any other relevant documents]****.*1. the ESHS Management Strategies and Implementation Plans; and
2. Code of Conduct (ESHS).
 |
| **GCC 3.1**  | The language of the contract is ***[insert name of the language. The language shall be that of the bid]****.* The law that applies to the Contract is the law of ***[insert name of Country]****.* |
| **GCC 5.1** | The Project manager ***[may or may* *not]*** delegate any of his duties and responsibilities. |
| **GCC 8.1** | Schedule of other contractors: ***[insert Schedule of Other Contractors, if appropriate]****.* |
| **GCC 9.1** | **Key Personnel**GCC 9.1 is replaced with the following:* 1. Key Personnel are the Contractor’s personnel named in this GCC 9.1of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

**[*insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature*.]** |
| **GCC 9.2** | **Code of Conduct (ESHS)**The following is inserted at the end of GCC 9.2:“The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, sexual and gender based violence (SGBV), illicit activity or crime).” |
| **GCC 13.1** | The minimum insurance amounts and deductibles shall be:(a) for loss or damage to the Works, Plant and Materials: ***[insert amounts]***.(b) For loss or damage to Equipment: ***[insert amounts]***.(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract ***[insert amounts]***.(d) for personal injury or death: * + - 1. of the Contractor’s employees: ***[amount]***.
			2. of other people: ***[amount]***.
 |
| **GCC 14.1** | Site Data are: ***[list Site Data]*** |
| **GCC 16.1** | **ESHS Management Strategies and Implementation Plans**The following is inserted as a new sub-clause 16.2:“**16.2** The Contractor shall not carry out any Works, including mobilisation and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.” |
| **GCC 20.1** | The Site Possession Date(s) shall be: ***[insert location(s) and date(s)]****.*  |
| **GCC 23.1 &****GCC 23.2** | Appointing Authority for the Adjudicator: ***[insert name of Authority]***. |
| **GCC 24.3** | Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: ***[insert hourly fees and* *reimbursable expenses]***. |
| **GCC 24.4** | *[For smaller contracts, the institution is usually from the Employer’s country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution]* Institution whose arbitration procedures shall be used: …………………***[For larger contracts with international contractors, it is recommended to select one institution among those listed below; insert the corresponding wording]****.****“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:***Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”or***“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):***All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.”or***“Rules of Arbitration Institute of the Stockholm Chamber of Commerce:***Any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.”or***“Rules of the London court of International Arbitration:***Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.”The place of arbitration shall be: ***[Insert city and country]*** |
| **B. Time Control** |
| **GCC 26.1** | The Contractor shall submit for approval a Programme for the Works within *[number]* days from the date of the Letter of Acceptance. |
| **GCC 26.2** | **ESHS Reporting**Inserted at the end of GCC 26.2:“In addition to the progress report, the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B to the Particular Conditions. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.* + 1. confirmed or likely violation of any law or international agreement;
		2. any fatality or serious (lost time) injury;
		3. significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary);
		4. major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or
		5. any allegation of sexual and gender based violence (SGBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children.
 |
| **GCC 26.3** | The period between Programme updates is ***[insert number]*** days.The amount to be withheld for late submission of an updated Programme is ***[insert amount]***. |
| **C. Quality Control** |
| **GCC 34.1** | The Defects Liability Period is: ***[insert number]*** days.***[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]*** |
| **D. Cost Control** |
| **GCC 38.2** | At the end of 38.2 add after the first sentence: “The Contractor shall also provide information of any ESHS risks and impacts of the Variation.” |
| **GCC 38.7** | If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be \_\_\_% ***(insert appropriate percentage. The percentage is normally up to 50%)*** of the reduction in the Contract Price. |
| **GCC 40.7** | Add new GCC 40.7:40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: 1. failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorised and/or inefficient combustion;
2. failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;
3. failure to implement the C-ESMP e.g. failure to provide required training or sensitisation;
4. failing to have appropriate consents/permits prior to undertaking Works or related activities;
5. failure to submit ESHS report/s (as described in Appendix B), or failure to submit such reports in a timely manner; or
6. failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).
 |
| **GCC 44.1** | The currency of the Employer’s country is: ***[insert name of currency of the Employer’s country]***. |
| **GCC 45.1** | The Contract ***[insert “is” or “is not”]*** subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients ***[specify “does” or “does not”]*** apply.*[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]*The coefficients for adjustment of prices are:(a) For currency ***[insert name of currency]***: (i) ***[insert percentage]*** percent non-adjustable element (coefficient A).(ii) ***[insert percentage]*** percent adjustable element (coefficient B).(b) For currency ***[insert name of currency]***:(i) ***[insert percentage]*** percent non-adjustable element (coefficient A).(ii) ***[insert percentage]*** percent adjustable element (coefficient B).The Index I for local currency shall be ***[insert index]***.The Index I for the specified international currency shall be ***[insert index]***.*[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]*The Index I for currencies other than the local currency and the specified international currency shall be *[insert index]*.*[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]* |
| **GCC 46.1** | The proportion of payments retained is: *[insert percentage]**[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]* |
| **GCC 47.1** | The liquidated damages for the whole of the Works are *[insert percentage of the final Contract Price]* per day. The maximum amount of liquidated damages for the whole of the Works is *[insert percentage]* of the final Contract Price.*[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price.* *If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]* |
| **GCC 48.1** | The Bonus for the whole of the Works is *[insert percentage of final Contract Price]* per day. The maximum amount of Bonus for the whole of the Works is *[insert percentage]* of the final Contract Price.*[If early completion would provide benefits to the Employer, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]* |
| **GCC 49.1** | The Advance Payments shall be: ***[insert amount(s)]*** and shall be paid to the Contractor no later than ***[insert date(s)]***. |
| **GCC 50.1** | The Performance Security amount is *[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer]* (a) Bank Guarantee: ***[insert percentage and amount(s)]***.(b) Performance Bond: ***[insert percentage and amount(s)]***.*[A* ***Bank Guarantee*** *shall be unconditional (on demand) (see Section X, Security Forms). An amount of 5 to 10 percent of the Contract Price is commonly specified for Performance Bank Guarantees. A* ***Performance Bond*** *is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the Employer. An amount of 30 percent of the Contract Price is commonly used internationally for this type of security (see Section X, Security Forms).]* |
| **E. Finishing the Contract** |
| **GCC 56.1** | The date by which operating and maintenance manuals are required is ***[insert date]***.The date by which “as built” drawings are required is ***[insert date]***. |
| **GCC 56.2** | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 56.1 is ***[insert amount in local currency]***. |
| **GCC 57.2 (g)** | The maximum number of days is: ***[insert number; consistent with clause 41.1 on liquidated damages]****.*  |
| **GCC 58.1** | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is ***[insert percentage]***. |
| **GCC 62.1** | Eligible countries are ***[insert eligible countries which unless stated otherwise in the financing agreement will be CDB member countries]****.* |
| **GCC 62.5** | Exceptions to the origin of equipment, material, and services are ***[insert as relevant taking into account any prevailing UN sanctions or Recipient exceptions, acceptable to CDB, or state “none”]****.* |

**APPENDIX A TO PARTICULAR CONDITIONS**

**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. CDBhas 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:
2. defines, for the purposes of this provision, Prohibited Practices as follows:
	* 1. **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
		2. **“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;
		3. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
		4. **“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
		5. **“obstructive practice”** is:
3. 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
4. acts which impede the exercise of CDB’s access, inspection and audit rights provided for under Paragraph 1. (f) below.
5. 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;

1. 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;
2. 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;
3. may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
4. 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.

**APPENDIX B TO PARTICULAR CONDITIONS**

**Environmental, Social, Health and Safety (ESHS)**

**Metrics for Progress Reports**

***[Note to Employer: the following metrics may be amended to reflect the Employer’s environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]***

*Metrics for regular reporting:*

1. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
2. health and safety incidents, accidents, injuries and all fatalities that require treatment;
3. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
4. status of all permits and agreements:
5. *work permits: number required, number received, actions taken for those not received;*
6. *status of permits and consents;*
7. *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
* *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
* *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);*
* *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
1. health and safety supervision:
2. *safety officer: number days worked, number of full inspections and partial inspections, reports to construction/project management;*
3. *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);*
4. worker accommodations:
5. *number of expats housed in accommodations, number of locals;*
6. *date of last inspection, and highlights of inspection including status of accommodations’ compliance with national and local law and good practice, including sanitation, space, etc.;*
7. *actions taken to recommend/require improved conditions, or to improve conditions.*
8. STDs and HIV/AIDS: 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);
9. gender (for expats and locals separately): gender and age (for expats and locals separately): number of female workers, number of females in technical (higher skilled) professions and number of youth (15-30 years) as a percentage of workforce;
10. training:
11. *number of new workers, number receiving induction training, dates of induction training;*
12. *number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;*
13. *number and dates of STDs and HIV/AIDS sensitisation and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitisation, flag person training.*
14. *number and dates of GBV /SEA sensitisation and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.*
15. environmental and social supervision:
16. *environmentalist: days worked, areas inspected and numbers 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), reports to environmental and/or social specialist/construction/site management;*
17. *sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, STD/HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements or code of conduct observed, actions taken), reports to environmental and/or social specialist/construction/site management; and*
18. *community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.*
19. Grievances: list new grievances (e.g. allegations of SGBV) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
20. *Worker grievances.*
21. *Community grievances.*
22. Traffic and vehicles/equipment:
23. *traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;*
24. *accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;*
25. *overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).*
26. Environmental mitigations and issues (what has been done):
27. *dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;*
28. *erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;*
29. *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;*
30. *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);*
31. *spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;*
32. *waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;*
33. *details of tree plantings and other mitigations required undertaken in the reporting period;*
34. *details of water and swamp protection mitigations required undertaken in the reporting period.*
35. compliance:
36. *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;*
37. *compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;*
38. *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;*
39. *compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;*
40. *other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.*

**Section X - Contract Forms**

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

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**Notification of Intention to Award**

**[*only applies in the case of a standstill period*]**

**[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]**

**[*Send this Notification to the Bidder’s Authorised Representative named in the Bidder Information Form*]**

For the attention of Bidder’s Authorised Representative.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert Authorised Representative’s name]***

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert Authorised Representative’s Address]***

Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_ ***[insert Authorised Representative’s telephone/fax numbers]***

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert Authorised Representative’s email address]***

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION**: This Notification is sent by: ***[email/fax]*** on ***[date]*** (local time)

**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 RFB reference number from Procurement Plan]***

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

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

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

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

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

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

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

1. **How to Request a Debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows: |

|  |
| --- |
| Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert full name of person, if applicable]***Title/Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert title/position]***Agency: ***[insert name of 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 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to Make a Complaint**

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| --- |
| **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]***Fax number: \_ ***[insert fax number]*** ***delete if not used***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.
 |

1. **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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Letter of Acceptance

***[On Letterhead of the Employer]***

***[Date]***

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Name and Address of the Contractor]***

Subject:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Notification of Award Contract No]***

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X (Contract Forms) of the Bidding Document.

***[Choose one of the following statements:]***

We accept that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert the name of Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator.

***[or]***

We do not accept that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert the name of the Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert name of the Appointing Authority]***, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 49.1 and GCC 23.1.

Authorised Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . . . . . . . . . . . . . . . ., . . . . . . ., between . . . . . ***[name of the Employer]***. . . . .. . . . . (hereinafter “the Employer”), of the one part, and . . . . . ***[name of the Contractor]***. . . . .(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . ***[name of the Contract]****. . . . .*should be executed by the Contractor, and has accepted a Bid by the Contractor for the 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.

* + 1. the Letter of Acceptance
		2. the Bid
		3. the Addenda Nos \_\_\_\_\_\_\_\_\_ ***[insert addenda numbers if any]***
		4. the Particular Conditions
		5. the General Conditions;
		6. the Specification
		7. the Drawings*;*
		8. the Bills of Quantity[[17]](#footnote-18); and
		9. any other documents **listed in the PCC** as forming part of the Contract.

3. 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 execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [name of the Recipient country] on the day, month and year indicated above.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by: |  | Signed by: |  |
|  for and on behalf of the Employer | for and on behalf of the Contractor |
| in the presence of: |  | in the presence of: |  |
|  Witness, Name, Signature, Address, Date |  Witness, Name, Signature, Address, Date |

Performance Security (Bank 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 the Contractor]*** (hereinafter called “the Contractor”) has entered into Contract No.\_\_\_\_\_\_\_ ***[Reference number of the Contract]***dated \_\_\_\_\_\_\_\_\_with you, for the execution 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 guarantee is required.

At the request of the Contractor, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Name of the Bank]****.* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Name of the currency and amount in figures]1\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Amount in words]*** 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***, 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[Seal of Bank and Signature(s)]***

***Note –***

*All italicised text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

***1*** *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.*

***2*** *Insert the date 28 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.”*

Performance Security (Performance Bond)

Bond No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By this Bond ***[insert name of Principal]*** as Principal (hereinafter called “the Contractor”) and ***[insert name of Surety]*** as Surety (hereinafter called “the Surety”), are held and firmly bound unto ***[insert name of Employer]*** as Obligee (hereinafter called “the Employer”) in the amount of ***[insert amount in words and figures]***, 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 ***[name of contract and brief description of Works]*** 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

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [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 the Contractor]*** (hereinafter called “the Contractor”) has entered into Contract No.\_\_\_\_\_\_\_\_\_ ***[Reference number of the Contract]*** dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with you, for the execution 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Name of the currency and amount in figures]***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[Amount in words]*** is to be made against an advance payment guarantee.

At the request of the Contractor, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Name of the Bank]***hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_\_ ***[Name of the currency and amount in figures] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** ***[Amount in words]*** 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 under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilisation in respect of the Works.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Contractor’s account number]*** at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[Name and address of the Bank]****.*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of . . . . . . . , . . . . .*2*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

***[Seal of Bank and Signature(s)]***

*Note: All italicised text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

*1 The Guarantor shall insert an amount representing the amount of the advance payment 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.*

*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.*

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. [↑](#footnote-ref-2)
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. [↑](#footnote-ref-3)
3. 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. JVCAs 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 JVCA shall be/is registered in a BMC. The JVCA shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to firms from outside of CDB’s BMCs. JVCAs between firms who are not from CDB’s BMC and national firms will not be eligible for domestic preference. [↑](#footnote-ref-4)
4. In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.” [↑](#footnote-ref-5)
5. Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor’s equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders’ quoted rates and included in the total Bid price. [↑](#footnote-ref-6)
6. In case of Lump Sum Contract, use Sample Activity Schedule. [↑](#footnote-ref-7)
7. 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. [↑](#footnote-ref-8)
8. 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. [↑](#footnote-ref-9)
9. *In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”* [↑](#footnote-ref-10)
10. In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule. [↑](#footnote-ref-11)
11. In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

37.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor’s own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule. [↑](#footnote-ref-12)
12. In lump sum contracts, add “and Activity Schedules” after “Programmes.” [↑](#footnote-ref-13)
13. In lump sum contracts, delete this paragraph. [↑](#footnote-ref-14)
14. In lump sum contracts, add “or Activity Schedule” after “Programme.” [↑](#footnote-ref-15)
15. In lump sum contracts, replace this paragraph with the following: “The value of work executed shall comprise the value of completed activities in the Activity Schedule.” [↑](#footnote-ref-16)
16. The sum of the two coefficients Ac and Bc should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency is added to the Contract Price. [↑](#footnote-ref-17)
17. In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.” [↑](#footnote-ref-18)