

STANDARD PROCUREMENT DOCUMENT



STANDARD BIDDING  
DOCUMENT FOR  
PROCUREMENT OF  
SMALL WORKS



**CARIBBEAN DEVELOPMENT BANK**

SEPTEMBER 2017

# Foreword

This Standard Bidding Document (SBD) for Procurement of Small Works has been prepared by the Caribbean Development Bank<sup>1</sup> and is based on the Master Document for Procurement of Small Works, prepared by the Multilateral Development Banks and International Financing Institutions.

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Small Works, except where specific considerations within the Caribbean Development Bank have required a change.

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<sup>1</sup> First edition May 2013, with subsequent revision March 2017

# Preface

This SBDs for Procurement of Small Works has been prepared for use in contracts financed by the Caribbean Development Bank (CDB) involving “smaller” contracts – valued at generally less than US\$10 million by International Competitive Bidding (ICB), though it may also be adapted to National Competitive Bidding (NCB). This document is intended as a model in the award of admeasurement (unit prices or unit rates in a bill of quantities) and lump sum types of contracts, which are the most common in Works contracting.

Lump sum contracts are used in particular for buildings and other forms of construction where the Works are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions (for example, hidden foundation problems) is unlikely. Lump sum contracts should be used for Works that can be defined in their full physical and qualitative characteristics before bids are called, or where the risks of substantial design variations are minimal, such as bus shelters or school ablution units. In lump sum contracts, the concept of priced “activity schedules” is used, to enable payments to be made on the basis of percentage completion of each activity.

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

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

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# Summary Description

This Standard Bidding Document (SBD) for Procurement of Small Works can be used when a prequalification process has not taken place before bidding and, therefore, post-qualification applies. However, they can also be used under a prequalification process with relatively minor modifications. Details of the prequalification procedure used under CDB-financed contracts are provided in CDB's Standard Prequalification Document, Procurement of Works (September 2007). A brief description of the SBD for Procurement of Small Works is given below.

## **PART 1 – BIDDING PROCEDURES**

### **Section I Instructions to Bidders (ITB)**

This Section provides relevant information to help 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 contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

### **Section IV Bidding Forms**

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid

### **Section V Eligible Countries**

This Section contains information regarding eligible countries.

### **Section VI Bank Policy – Corrupt and Fraudulent Practices**

This Section provides the Bidders with the reference to the CDB's policy in regard to corrupt and fraudulent practices applicable to this process.

## **PART 2 – EMPLOYER’S REQUIREMENTS**

### **Section VII Employer’s Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe Works to be procured.

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

### **Section VIII General Conditions of Contract (GCC)**

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

### **Section IX Particular Conditions of Contract (PCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions of Contract and shall be prepared by the Employer.

### **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.

**PROCUREMENT DOCUMENTS**

**Bidding Document for  
Procurement of Small Works**

**Procurement of:**

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

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

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

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

## Preface

This Bidding Document for Procurement of Small Works has been prepared by [Executing Agency] and is based on the Standard Bidding Document for Procurement of Small Works issued by the Caribbean Development Bank, dated May 2013, revised March 2017.

This document reflects the structure and the provisions of the Master Document for the Procurement of Small Works, prepared by Multilateral Development Banks and International Financing Institutions, except where specific considerations within the respective institutions have required a change.

# Standard Bidding Document

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## **PART 1 – Bidding Procedures**

## Section 1 - Instructions to Bidders

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## Section I - Instructions to Bidders

### A.

### 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, Requirements. The name, identification, and number of lots (contracts) **provided in the BDS**.
  2. Unless otherwise stated, throughout this Bidding Document, definitions and interpretations shall be as prescribed in Section VIII, General Conditions.
2. **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.
  2. Payments by the Bank will be made only at the request of the Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Recipient and the Bank (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. The Financing Agreement prohibits a withdrawal from the financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by 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 funds.
  - 2.

**4. Fraud and  
5. Corruption**

1. The Bank requires that the Recipient (including beneficiaries of Bank financing), as well as Bidders, Suppliers, Contractors, and Consultants and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
    - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
    - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, non-competitive levels; and
    - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract;
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the financing engaged in corrupt, fraudulent,

2. Furthermore, Bidders shall be aware of the provisions of GCC Clause 25.
6. **Eligible Bidders**
1. A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 4.4—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA). In the case of a JVCA all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms and :
    7. (a) unless otherwise **specified in the BDS**, there is no limit on the number of members in a JVCA; and
    8. (b) the JVCA 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 JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.
  2. A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if a Bidder:
  - (a) directly or indirectly controls, is controlled by or is under common control with another bidder; or
  9.
    - (a) receives or has received any direct or indirect subsidy from another Bidder; or
    - (b) has the same legal representative as another Bidder; or
    - (c) 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
    - (d) participates in more than one bid in the bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor not otherwise participating as a Bidder, in more than one bid; or
    - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
    - (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Recipient as Engineer for the Contract implementation.
2. Government-owned entities in an eligible country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of *an eligible country*.

3. A Bidder *shall not be* under suspension from bidding by the Employer as a result of the operation of a Bid-Securing Declaration.
- 2.
1. Firms shall be excluded if:
  - (a) as a matter of law or official regulation, the Recipient's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or related 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 persons or entities in that country.
2. A Bidder that has been sanctioned by the Bank, in accordance with the above ITB 3.1, for fraudulent or corrupt behaviour, shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. Details on debarred firms and individuals are available as **specified in the BDS**.
12. 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

### 13. Eligible Goods

#### 14. and Services

1. All goods and services to be supplied under the Contract and financed by the Bank, shall have as their country of source and origin an eligible country of the Bank as listed in Section V, Eligible Countries.
2. For purposes of this Clause, the term goods includes commodities, raw material, machinery, equipment, and industrial plants; and services includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

3. The term “country of source” shall mean the country from which an item is transported to the country in which the project is located or the latter country provided that in both cases the item is located there at the time of purchase.
4. The term “country of origin” means the country where the goods have been mined, grown or produced when through manufacturing, processing or substantial and major assembling of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
5. Goods shall be considered to originate in a country if they meet the criterion of at least 50% by value derived from within that country.
6. The nationality of the firm that produces, assembles, distributes or sells the goods shall not determine the origin of the goods.
7. At the Employer’s request, Bidders may be required to provide evidence of the source and origin of goods and services.

**B.**

**Contents of Bidding Document**

19. **Sections of Bidding**  
20. **Document**

1. The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

21.

**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 – Bank’s Policy – Corrupt and  
Fraudulent Practices

**PART 2 Requirements**

Section VII – Requirements

**PART 3 Conditions of Contract and Contract Forms**

Section VIII – General Conditions (GCC)

Section IX – Particular Conditions (PCC)

22. Section X – Contract Forms

1. The Invitation for Bids issued by the Employer is not part of the Bidding Document.
1. The Bidder shall obtain the Bidding Document and the 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, from the source stated by the Employer in the Invitation for Bids; otherwise the Employer is not responsible for the completeness of the Bidding Document.
2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

25. **Clarification of**
26. **Bidding**
27. **Site Visit, Pre-Bid**
28. **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 his 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 prior to the deadline for submission of bids, within number of days specified **in the BDS**. The Employer's response 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 Employer deem 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 Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
  1. The Bidder's designated representative is invited to attend a pre-bid meeting, 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, as far as possible, 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.

**35. 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.

37. 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

**C. Preparation of Bids**

**9. Cost of Bidding**

3. 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.

**10. Language of Bid**

3. 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.

11. **Documents**  
40. **Comprising**  
41. **the Bid**

11.1 The Bid *shall* comprise the following:

- (a) Letter of Bid in accordance with ITB 12;
- (b) Completed Schedules, in accordance with ITB 12 and 14 and as provided in Section IV, Bidding Forms;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19;
- (d) alternative proposals if permissible, in accordance with ITB 13;
- (e) written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence establishing the Bidder's qualifications in accordance with ITB 17 and with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Bidding Forms;
- (g) documentary evidence as specified in the BDS, establishing the conformity of the Technical Proposal offered by the Bidder with the Bidding Document, in accordance with ITB 16 and using the relevant forms furnished in Section IV, Bidding Forms;
- (h) 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
- (i) Any other document **required in the BDS**.

12. **Letter of Bid**  
42. **and Schedules**

3. 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. All blank spaces shall be filled with the information requested.

13. **Alternative**  
43. **Proposals**

3. 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.
4. When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
5. 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 lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
6. 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, Requirements

1. **Bid Prices**  
47. **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.
2. 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 will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

3. The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
  4. Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.
  5. 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. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all contracts are submitted and opened at the same time.
  6. 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.
  7. 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.
54. **15. Currencies of Bid**
55. **and Payment**
56. 15.1 The currency(ies) of the bid and the currency(ies) of payment shall be as **specified in the BDS**.

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58. 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the 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.
59. **16. Documents**  
60. **Comprising the**  
61. **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.
62. **17. Documents**  
63. **Establishing the**  
64. **Qualifications**  
65. **of the Bidder**
1. To establish its qualifications to perform the Contract, the Bidder shall provide the information requested in Section III, Evaluation and Qualification Criteria. The Bidder shall provide the information requested in the corresponding information sheets including in Section IV, Bidding Forms.
2. 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.
3. 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.
4. 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.
69. **18. Period of Validity**  
70. **of Bids**
1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid which is valid for a shorter period shall be rejected by the Employer as non-responsive.

2. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 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.
73. 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.

#### 74. 19. 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**.
2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

3. 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:
  - (a) an unconditional guarantee, issued by a bank or financial institution (such as an insurance, bonding or surety company);  
77.
  - (b) an irrevocable letter of credit; or
  - (c) a cashier's or certified cheque.
78. from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. 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 Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.
4. 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.
5. 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 42.
- 1.

6. 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.
84. 19.7 The bid security may be forfeited or the Bid Securing Declaration executed:
  - (a) 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
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 41; or
    - (ii) furnish a performance security in accordance with ITB 42.
86. 19.8 The Bid Security or the Bid Securing Declaration of a JVCA shall 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).
9. If a Bid Security is not required in the BDS, and
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid; or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;
88. 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**.

89. **20. Format and**  
90. **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. 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 initialled by the person signing the Bid.
3. A bid submitted by a JVCA shall comply with the following requirements:
  - (a) unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners; and
  - (b) include the representatives authorisation referred to in ITB 4.1 (b) consisting of a Power of Attorney signed by those legally authorised to sign on behalf of the JVCA.
4. Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

**D.**

**Submission and Opening of Bids**

21. **Sealing and**  
94. **Marking of Bids**

1. Bidders may always submit their bids by mail or by hand. If so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

(a) 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.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

1. The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with ITB 22.1;

(c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and

(d) bear a warning not to open before the time and date for bid opening.

3. 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.

22. **Deadline for**  
98. **Submission**  
99. **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**.

2. 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.

**23. 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.

**24. Withdrawal,  
101.Substitution,  
102.and Modification  
103.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 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

105.(a) 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

106.(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**25. Bid Opening**

1. Except in the cases specified in ITB 23 and 24, the Employer shall conduct the bid opening in public in the presence of Bidders designated representatives and anyone who choose to attend at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.
2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. 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. 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. 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. Only envelopes that are opened and read out at bid opening shall be considered further.
3. 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. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

4. 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 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. 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.

E.

### **Evaluation and Comparison of Bids**

#### **26. 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 40.
2. 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.
3. 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.

#### **114. 27. Clarification 115.of Bids**

27. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. 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 Employer in the evaluation of the bids, in accordance with ITB 31.

- 
117. **28. Deviations,**  
118. **Reservations**  
119. **and Omissions**
- A. 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer’s request for clarification, its bid may be rejected.
120. 28.1 During the evaluation of bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Document;
  - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
29. **Determination of**  
121. **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.
  - 3. A material deviation, reservation, or omission is one that,
    - 122. (a) if accepted, would:
      - 123. (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section VII; or
      - 124. (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
    - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
  - 4. 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.

5. 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.

**30. Nonconformities,  
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.
2. 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.
3. 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 using the methodology indicated in Section III, Evaluation and Qualification Criteria.

**31. Correction of  
129. Arithmetical  
130. Errors**

1. Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
  - (a) 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;
  - (b) 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
  - (c) 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. If the Bidder does not accept the correction of errors, its bid shall be declared non-responsive and its Bid Security shall be forfeited or the Bid Securing Declaration executed.

**32. Conversion to  
131. 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**.

**33. Margin of  
132. Preference**

1. Unless otherwise **specified in the BDS**, a margin of preference for regional bidders shall not apply.

34. **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.
  2. The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialised sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.
  3. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**.
35. **Evaluation of Bids**
1. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
  2. To evaluate a bid, the Employer shall consider the following:
    - (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, but including Daywork items, where priced competitively;
    - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1.
    - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
    - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
    - (e) price adjustment for nonconformities in accordance with ITB 30.3.
    - (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);
  3. 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.

4. 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.
5. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears to the Employer unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price. 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. 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.
6. If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

**36. 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.

**37. Qualification of  
136.the Bidder**

1. The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
2. 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.
3. 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 Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
4. The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or sub-contractor without any change to the bid price.

**38. Employer's Right  
137.to Accept Any Bid,  
138.and to Reject Any  
139.or All Bids**

1. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

1.

**F. Award of Contract**

39. **Award Criteria**
1. Subject to ITB 37.1, The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
40. **Notification of Award**
1. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted.
  2. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
  3. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online and on the Bank's website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of contract award in accordance with ITB 40.1, requests a debriefing in writing.
1. **Signing of Contract**
1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
  2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
  3. Upon the successful Bidder's furnishing of the signed Contract Agreement and Performance Security pursuant to ITB 42, the Employer will discharge its Bid Security, pursuant to ITB 19.

4. Notwithstanding ITB 41.2 above, in the event that signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, provided, however, that the Bidder can demonstrate to the satisfaction of the Employer and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorisations and licences necessary for the export of the products/goods, systems or services under the terms of the Contract Agreement.

**2. Performance**  
**147. Security**

1. Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the conditions of contract, subject to ITB 35.6, 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 institution located in the Employer's Country.
2. 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 forfeiture of the bid security, or execution of the Bid Security Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**43. Adjudicator**

1.

150. 43.1 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.

## Section II - Bid Data Sheet (BDS)

### A. Introduction

|                   |  |
|-------------------|--|
| <b>ITB 1.1</b>    | The Employer is: <i>[insert complete name]</i>   |
| <b>ITB 1.1</b>    | The name of the bidding process is: <i>[insert complete name]</i><br>The identification number of the bidding process is: <i>[insert identification number]</i><br>The number and identification of lots comprising this bidding process is: <i>[insert number of lots and identification number of each lot, if applicable]</i> |
| <b>ITB 2.1</b>    | The Recipient is: <i>[insert complete name]</i>  |
| <b>ITB 2.1</b>    | The name of the Project is: <i>[insert name of the Project]</i>  |
| <b>ITB 4.1(a)</b> | The number of members in a JVCA <i>[insert “shall” or “shall not”]</i> be limited. If limited the maximum number shall be <i>[insert number or N/A]</i> .  |
| <b>ITB 4.7</b>    | A list of debarred firms and individuals is available at: <i>[insert details or state “N/A”]</i>   |

### B. Bidding Documents

|  |   |
|--|---|
| <p>27.<br/><b>IT<br/>B<br/>7.1</b></p> | <p>For <b><u>clarification purposes</u></b> only, the Employer’s address is:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[insert telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert phone number, with country and city codes]</i></p> <p>Electronic mail address: <i>[insert email address, if applicable]</i></p> <p>Requests for clarification should be received by the Employer no later than: <i>[insert no. of days]</i>.</p> |
|--|---|

|                |  |
|----------------|--|
| <b>ITB 7.4</b> | <p>A Pre-Bid meeting <i>[insert “shall” or “shall not”]</i> take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place: <i>[insert date, time and place below, if applicable]</i></p> <p>Time:</p> <p>Place:</p> <p>A site visit conducted by the Employer <i>[insert “shall be” or “shall not be”]</i> organised.</p> |
|----------------|--|

### C. Preparation of Bids

|                     |  |
|---------------------|--|
| <b>ITB 10.1</b>     | The language of the bid is: <i>[insert language]</i>   |
| <b>ITB 11.1 (b)</b> | The following schedules shall be submitted with the bid: <i>[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]</i>  |
| <b>ITB 11.1 (i)</b> | The Bidder shall submit with its bid the following additional documents: <i>[insert type of any additional documents not already listed in ITB 11.1 that must be submitted with the Bid].</i>  |
| <b>ITB 13.1</b>     | Alternative bids <i>[insert “shall be” or “shall not be”]</i> permitted.   |
| <b>ITB 13.2</b>     | <p>Alternative times for completion <i>[insert “shall be” or “shall not be”]</i> permitted.</p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).</p>                                   |
| <b>ITB 13.4</b>     | <p>Alternative technical solutions shall be permitted for the following parts of the Works: <i>[insert parts of the Works]</i></p> <p>If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).</p> |
| <b>ITB 14.6</b>     | The prices quoted by the Bidder <i>[insert “shall be” or “shall not be”]</i> subject to adjustment during the performance of the Contract.   |

|                 |   |
|-----------------|---|
| <b>ITB 15.1</b> | <p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p style="text-align: center;"><i>[Choose just one of the following alternatives below]</i></p> <p style="text-align: center;">In case of ICB</p> <p>Alternative A (Bidders to quote entirely in <i>local</i> currency):</p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in <i>[insert currency of the Employer's country]</i>, further referred to as "the local currency". A Bidder expecting to incur expenditures in other currencies for inputs to the Requirements supplied from outside the Employer's country (referred to as "the foreign currency(ies) requirements") shall indicate in the Section IV. Summary of Payment Currencies - 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 of any country.</p> <p>(b) 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 Section IV. Summary of Payment Currencies - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.</p> <p>(c) 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 Section IV. Schedule of Adjustment Data are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.</p> <p><b>OR</b></p> <p><b>Alternative B (Bidders allowed to quote in local and foreign currencies):</b></p> <p>(a) The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <p>(i) for those inputs to the Requirements that the Bidder expects to supply from within the Employer's country, in <i>[insert currency of the Employer's country]</i>, further referred to as "the local currency"; and</p> |
|-----------------|---|

|                 |  |
|-----------------|--|
| <b>ITB 17.2</b> | The Bidder <i>[insert “shall” or “shall not”]</i> submit with its bid, the Manufacturer’s Authorisation for the following part: <i>[insert part or component]</i> .  |
| <b>ITB 17.3</b> | The Bidder <i>[insert “shall” or “shall not”]</i> submit with its bid, evidence that it will be represented by an Agent in the country.  |
| <b>ITB 18.1</b> | The bid validity period shall be: <i>[insert the number of days deemed appropriate]</i> days.  |
| <b>ITB 19.1</b> | <p><i>[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A Bid Security <i>[insert “shall be” or “shall not be”]</i> required. A Bid-Securing Declaration <i>[insert “shall be” or “shall not be”]</i> required.</p> <p>If a Bid Security shall be required, the amount and currency of the bid security shall be: <i>[If a bid security is required, insert amount and currency of the bid security. Otherwise insert “Not Applicable”.]</i></p> <p><i>[In case of lots, please insert amount and currency of the Bid Security for each lot.</i></p> <p><i>Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Employer will determine for which lot or lots the Bid Security amount shall be applied.]</i></p> |
| <b>ITB 19.9</b> | <p><i>[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 incur in the actions mentioned in provision ITB 19.9. Otherwise omit.]</i></p> <p>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 <i>[insert period of time]</i> years.</p>   |
| <b>ITB 20.1</b> | In addition to the original of the bid, the number of copies is: <i>[insert number of copies required]</i> .   |

|                 |   |
|-----------------|---|
| <b>ITB 20.2</b> | The written confirmation of authorisation to sign on behalf of the Bidder shall indicate: <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the bid e.g. Power of Attorney]</i> |
|-----------------|---|

#### D. Submission and Opening of Bids

|                     |   |
|---------------------|---|
| <b>ITB 21.1</b>     | Bidders <i>[insert “shall” or “shall not”]</i> have the option of submitting their bids electronically.   |
| <b>ITB 21.1 (b)</b> | The electronic bidding submission procedures shall be: <i>[insert a description of the electronic bidding submission procedures].</i>   |
| <b>ITB 22.1</b>     | <p>For <b>bid submission purposes</b> only, the Employer’s address is: <i>[insert all required and applicable information]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p><b>The deadline for bid submission is:</b></p> <p>Date: <i>[insert date]</i></p> <p>Time: <i>[insert time]</i></p> |
| <b>ITB 25.1</b>     | <p>The bid opening shall take place at: <i>[insert all required and applicable information]</i></p> <p>Street Address:</p> <p>Floor/Room number:</p> <p>City:</p> <p>Country:</p> <p>Date:</p> <p>Time:</p>   |
| <b>ITB 25.1</b>     | If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: <i>[insert description of the procedures.]</i>   |

### E. Evaluation and Comparison of Bids

|                        |  |
|------------------------|--|
| <p><b>ITB 30.1</b></p> | <p><i>[Pursuant to ITB 15.1, choose one of the following options as appropriate.]</i></p> <p><i>[In case of ICB]</i> 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:</p> <p><i>[insert the name of the currency]</i></p> <p>The source of exchange rate shall be: <i>[insert the name of the source of the exchange rates].</i></p> <p>The date for the exchange rate shall be: <i>[specify date (day/month/year)]</i></p> <p><b>OR</b></p> <p><i>[In case of NCB] Not applicable.</i></p>   |
| <p><b>ITB 33.1</b></p> | <p><i>A regional margin of preference [insert “shall” or “shall not”] apply.</i></p> <p style="text-align: center;"><b>28. [If a margin of preference applies insert “The application methodology shall be as stipulated in Section III (Evaluation and Qualification Criteria)”]</b></p>  |
| <p><b>ITB 34.1</b></p> | <p>At this time the Employer <i>[intends / does not intend]</i> to execute certain specific parts of the Works by sub-contractors selected in advance.</p>   |
| <p><b>ITB 34.3</b></p> | <ol style="list-style-type: none"> <li>1. Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: _____% of the total contract amount or _____% of the volume of work_____.</li> <li>2. 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 sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate.</li> <li>3. Sub-contractors’ qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</li> </ol> |

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**F. Award of Contract**

|                 |   |
|-----------------|---|
| <b>ITB 43.1</b> | <p>The Adjudicator proposed by the Employer is: _____ <i>[insert name and address of proposed Adjudicator]</i>. The hourly fee for this proposed Adjudicator shall be: _____ <i>[insert amount and currency]</i>. The biographical data of the proposed Adjudicator is as follows:</p> <p>_____</p> <p><i>[provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary]</i></p> |
|-----------------|---|

## Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post-qualification is applied. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

### Table of Criteria

|           |   |           |
|-----------|---|-----------|
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## **1. Evaluation**

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

### **1.1 Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize 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 (Employer's Requirements).

### **1.2 Multiple Contracts**

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

Award Criteria for Multiple Contracts [ITB 35.4]:

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.

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.

Qualification Criteria for Multiple Contracts

The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 2.3.2, 2.3.3, 2.4.2(a) and 2.4.2(b). However, with respect to the specific experience under item 2.4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts  
V is the minimum value of a single contract

(a) For one Contract:

**Option 1:**

(i) N contracts, each of minimum value V;

Or

**Option 2:**

(ii) N contracts, each of minimum value V; or

(iii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than  $N \times V$ .

(b) For multiple Contracts

**Option 1:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted Bids as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

Or

**Option 2:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted Bids as follows, and N1,N2,N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;  
Lot 2: N2 contracts, each of minimum value V2;  
Lot 3: N3 contracts, each of minimum value V3;  
----etc.,

Or

- (ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than  $N1 \times V1$ .

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than  $N2 \times V2$ .

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than  $N3 \times V3$ .

----etc.

Or

**Option 3:**

- (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has bid for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;  
Lot 2: N2 contracts, each of minimum value V2;  
Lot 3: N3 contracts, each of minimum value V3;

----etc.

Or

- (ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than  $N1 \times V1$ .

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than  $N2 \times V2$ .

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than  $N3 \times V3$ .

----etc.

Or

- (iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than  $N1 + N2 + N3$  --but the total value of all such contracts is equal or more than  $N1 \times V1 + N2 \times V2 + N3 \times V3$  ---.

### **1.3 Completion Time**

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

### **1.4 Technical Alternatives**

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

### **1.5 Specialised Sub-contractors**

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialised sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder. The specialised sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

### **1.6 Margin of Preference *[Applicable for ICB only]***

If a margin of preference shall apply under ITB 33.1, the procedure will be as follows as:

## 2. Qualification

| Factor   | 2.1 Eligibility   |                       |   |                       |   |   |
|--|---|-----------------------|---|-----------------------|---|---|
| Sub-Factor   | Requirement   | Criteria              |   |                       |   | Document<br>ation<br>Required           |
|  |   | Bidder                |   |                       | Joint Venture, Consortium or<br>Association |   |
|  |   | Single<br>Entity      | All<br>partners<br>combined                     | Each<br>partner       | At least<br>one<br>partner                  |   |
| 2.1.1<br>Nationality   | Nationality in accordance with ITB 4.2.   | Must meet requirement | Existing or intended JVCA must meet requirement | Must meet requirement | N/A   | Form ELI –1.1 and 1.2, with attachments |
| 2.1.2 Conflict of Interest   | No conflicts of interests as described in ITB 4.3.  | Must meet requirement | Existing or intended JVCA must meet requirement | Must meet requirement | N/A   | Letter of Bid                           |
| 2.1.3 Bank Ineligibility   | Not having been declared ineligible by the Bank as described in ITB 4.7.  | Must meet requirement | Existing JVCA must meet requirement             | Must meet requirement | N/A   | Letter of Bid                           |
| 2.1.4 Government Owned Entity  | Compliance with conditions of ITB 4.4   | Must meet requirement | Must meet requirement                           | Must meet requirement | N/A   | Form ELI –1.1 and 1.2, with attachments |
| 2.1.5 Ineligibility based on a United Nations resolution or Recipient's country law. | Not having been excluded as a result of the Recipient's country laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.6. | Must meet requirement | Existing JVCA must meet requirement             | Must meet requirement | N/A   | Letter of Bid                           |



| Factor   | 2.2 Historical Contract Non-Performance  |  |   |  |     |                               |
|--|--|--|---|--|-----|-------------------------------|
| Sub-Factor   | Criteria   |  |   |  |     | Document<br>ation<br>Required |
|  | Requirement  | Bidder   |   |  |     |                               |
|  |  | Single<br>Entity   | Joint Venture, Consortium or<br>Association |  |     |                               |
| All<br>partners<br>combined  |  |  | Each<br>partner                             | At least<br>one<br>partner   |     |                               |
| 2.2.1 History of non-performing contracts  | Non-performance of a contract did not occur within the last _____ ( <i>insert years</i> ) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted. | Must meet requirement by itself or as partner to past or existing JVCA | N/A   | Must meet requirement by itself or as partner to past or existing JVCA | N/A | Form CON - 2                  |
| 2.2.2 Suspension based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity | Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.5 or withdrawal of the Bid pursuant ITB 19.9.  | Must meet requirement by itself or as partner to past or existing JVCA | N/A   | Must meet requirement by itself or as partner to past or existing JVCA | N/A | Bid Submission Form           |

|                          |  |  |     |  |     |              |
|--------------------------|--|--|-----|--|-----|--------------|
| 2.2.3 Pending Litigation | All pending litigation shall in total not represent more than _____ percent (____%) of the Bidder's net worth and shall be treated as resolved against the Bidder. | Must meet requirement by itself or as partner to past or existing JVCA | N/A | Must meet requirement by itself or as partner to past or existing JVCA | N/A | Form CON - 2 |
|--------------------------|--|--|-----|--|-----|--------------|

| Factor                         | 2.2 Historical Contract Non-Performance (cont'd)  |  |                       |  |     |                        |
|--------------------------------|---|--|-----------------------|--|-----|------------------------|
| Sub-Factor                     | Requirement   | Criteria   |                       |  |     | Documentation Required |
|                                |   | Bidder   |                       |  |     |                        |
|                                |   | Joint Venture, Consortium or Association                               |                       |  |     |                        |
|                                |   | Single Entity  | All partners combined |  |     |                        |
| 2.2.4 Litigation History       | No consistent history of court/arbitral award decisions against the Bidder since 1st January [ <i>insert year</i> ] | Must meet requirement by itself or as partner to past or existing JVCA | N/A                   | Must meet requirement by itself or as partner to past or existing JVCA | N/A | Form CON - 2           |
| <b>2.3 Financial Situation</b> |   |  |                       |  |     |                        |

|  |  |                       |                       |  |  |                                 |
|--|--|-----------------------|-----------------------|--|--|---------------------------------|
| 2.3.1 Historical Financial Performance | Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last ____ [ ] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability.<br>(criterion 1)<br>(criterion 2) | Must meet requirement | N/A                   | Must meet requirement                              | N/A  | Form FIN – 3.1 with attachments |
| 2.3.2. Average Annual Turnover         | Minimum average annual turnover of _____, calculated as total certified payments received for contracts in progress or completed, within the last _____ ( <i>insert years</i> ) years divided by _____ ( <i>insert years</i> ) years.  | Must meet requirement | Must meet requirement | Must meet _____ percent (____%) of the requirement | Must meet _____ percent (____%) of the requirement | Form FIN –3.2                   |

| Factor     | 2.3 Financial Situation (cont'd) |               |  |              |                      |                        |
|------------|----------------------------------|---------------|--|--------------|----------------------|------------------------|
| Sub-Factor | Requirement                      | Criteria      |  |              |                      | Documentation Required |
|            |                                  | Single Entity | Bidder                                   |              |                      |                        |
|            |                                  |               | Joint Venture, Consortium or Association |              |                      |                        |
|            |                                  |               | All partners combined                    | Each partner | At least one partner |                        |
|            |                                  |               |  |              |                      |                        |

|                            |   |                       |                       |   |  |                   |
|----------------------------|---|-----------------------|-----------------------|---|--|-------------------|
| 2.3.3. Financial Resources | <p>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:</p> <p>(i) the following cash-flow requirement:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>and</p> <p>(ii) the overall cash flow requirements for this contract and its c o n c u r r e n t commitments.</p> | Must meet requirement | Must meet requirement | Must meet<br>_____<br>_____<br>percent<br>(_____%<br>) of<br>the<br>require<br>ment | Must meet<br>_____<br>_____<br>percent<br>(_____%<br>) of the<br>requirem<br>ent | Form FIN<br>-3.3  |
|                            | <b>2.4 Experience</b>   |                       |                       |   |  |                   |
| 2.4.1. General Experience  | <p>Experience under construction contracts in the role of contractor, JV member, subcontractor, or management contractor for at least the last _____ [_____] years prior to the applications submission deadline, and with activity in at least nine (9) months in each year starting 1<sup>st</sup> January [____].</p>  | Must meet requirement | N/A                   | Must meet requirement   | N/A  | Form EXP<br>- 4.1 |

| Factor                        | 2.4 Experience (cont'd)  |                       |  |              |   |                        |
|-------------------------------|--|-----------------------|--|--------------|---|------------------------|
| Sub-Factor                    | Requirement  | Criteria              |  |              |   | Documentation Required |
|                               |  | Bidder                |  |              |   |                        |
|                               |  | Single Entity         | Joint Venture, Consortium or Association |              |   |                        |
|                               |  |                       | All partners Combined                    | Each Partner | At least one partner  |                        |
| 2.4.2 Specific Experience (a) | <p>[In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be:</p> <p>(a) A minimum number of <i>[state the number]</i> similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January <i>[insert year]</i> and bid submission deadline:</p> <p>(i) N contracts, each of minimum value V;<br/>Or</p> <p>(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V; <i>[insert values of N &amp; V, delete (ii) above if not applicable]</i>.</p> | Must meet requirement | Must meet requirement                    | N/A          | Must meet the following requirements for the key activities listed below <i>[list key activities and the corresponding minimum requirements to be met by one member otherwise state: "N/A"]</i> | Form EXP-2.4.2(a)      |

| Factor     | 2.4 Experience (cont'd)  |  |                       |              |  |                        |  |
|------------|--|--|-----------------------|--------------|--|------------------------|--|
| Sub-Factor | Requirement  | Criteria                                 |                       |              |  | Documentation Required |  |
|            |  | Bidder                                   |                       |              |  |                        |  |
|            |  | Joint Venture, Consortium or Association |                       |              |  |                        |  |
|            |  | Single Entity                            | All partners combined | Each partner |  |                        |  |
|            | <p><i>[In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITB 35.4]</i></p> <p>The similarity of the contracts shall be based on the following:<br/> <i>[Based on Section VII, Employer's Requirements, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialised subcontractors, if permitted in accordance with ITB 34.2]</i></p> |  |                       |              |  |                        |  |

|  |   |   |   |     |  |  |
|--|---|---|---|-----|--|--|
| 2.4.2<br>Specific<br>Experience<br>(b) | For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January [insert year] and Application submission deadline, a minimum construction experience in the following key | Must meet requirements<br><i>[Specify activities that may be met through a specialised subcontractor, if permitted in accordance with ITB 34.2]</i> | Must meet requirements<br><i>[Specify activities that may be met through a specialised subcontractor, if permitted in accordance with ITB 34.2]</i> | N/A | Must meet the following requirements for key activities listed below <i>[if applicable, out of the key activities in the first column of</i> |  |
|--|---|---|---|-----|--|--|

| Factor         | 2.4 Experience (cont'd) |  |                       |              |                      | Documenta<br>tion<br>Required |
|----------------|-------------------------|--|-----------------------|--------------|----------------------|-------------------------------|
| Sub-<br>Factor | Requirement             | Criteria                                 |                       |              |                      |                               |
|                |                         | Joint Venture, Consortium or Association |                       |              |                      |                               |
|                |                         | Single Entity                            | All partners combined | Each partner | At least one Partner |                               |
|                |                         |  |                       |              |                      |                               |

|  |   |  |  |  |  |                   |
|--|---|--|--|--|--|-------------------|
|  | <p>activities successfully completed:<br/> <i>[list key activities indicating volume, number or rate of production as applicable.</i></p> <p><i>Under 2.4.2(a), specified requirements define similarity of contracts, whereas the key activities or production rates to be specified under 2.4.2(b) define the required capability of the Applicant to execute the Works. There shall not be any inconsistency or repetition of requirement between 2.4.2(a) and 2.4.2(b). For the rate of production, specify that the rate of production shall be on the basis of either the average during the entire specified period OR the rate of annual production in any 12 month period in the specified period, ]</i></p> |  |  |  | <p><b><i>this 2.4.2 b), list key activities (volume, number or rate of production as applicable) and the corresponding minimum requirements that have to be met by one member; otherwise this cell should state: “N/A”.]</i></b></p> | Form EXP-2.4.2(b) |
|--|---|--|--|--|--|-------------------|

***Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 2.3.2, 2.3.3, 2.4.2(a) and 2.4.2(b)]***

## 2.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

*[Specify requirements for each lot as applicable]*

| <i>No.</i> | <i>Position</i> | <i>Total Work Similar Experience (years)</i> | <i>In Similar Works Experience (years)</i> |
|------------|-----------------|--|--|
| 1          |                 |  |  |
| 2          |                 |  |  |
| 3          |                 |  |  |
| 4          |                 |  |  |
| 5          |                 |  |  |
|            |                 |  |  |

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

## 2.6 Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

*[Specify requirements for each lot as applicable]*

| <i>No.</i> | <i>Equipment Type and Characteristics</i> | <i>Minimum Number required</i> |
|------------|---|--------------------------------|
| 1          |   |                                |
| 2          |   |                                |
| 3          |   |                                |
| 4          |   |                                |
| 5          |   |                                |
|            |   |                                |
|            |   |                                |

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

---

## Section IV - Bidding Forms

### Table of Forms

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## Letter of Bid

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

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

Bidding No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;

(b) We offer to execute in conformity with the Bidding Documents the following Works:  
\_\_\_\_\_;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:

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

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

In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*]; The discounts offered and the methodology for their application are:  
\_\_\_\_\_;

(d) The discounts offered and the methodology for their application are: \_\_\_\_\_;

(e) Our bid shall be valid for a period of \_\_\_\_\_ [*insert validity period as specified in ITB 18.1.*] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;<sup>2</sup>
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (h) Our firm, including, subcontractors or suppliers for any part of the Contract, meet the eligibility requirements in accordance with ITB 4;
- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (k) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract, has not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (l) We are not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.5 or withdrawal of the Bid pursuant ITB 19.9
- (m) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.4;<sup>3</sup>
- (n) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: <sup>4</sup>

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

- (o) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

<sup>2</sup> Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause 45.1 **Price Adjustment**.

<sup>3</sup> Use one of the two options as appropriate.

<sup>4</sup> If none has been paid or is to be paid, indicate "none".

- (p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (q) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and
- (r) If awarded the contract, the person named below shall act as Contractor's Representative: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorised to sign  
the Bid for and on  
behalf of\*\*:

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

\*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.

## Schedules

### Bill of Quantities/Schedules of Prices

#### **Bill of Quantities**

#### **Objectives**

*The objectives of the Bill of Quantities are:*

- (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*
- (b) 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 itemized 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 contents of the Bill of Quantities should be as simple and brief as possible.*

#### **Daywork Schedule**

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

- (a) A list of the various classes of labor, materials, and Constructional Plant 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 shall be paid for work executed on a daywork basis.*
- (b) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.*

#### **Provisional Sums**

*A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced 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. Where such provisional sums or contingency allowances are used, the Special Conditions of*

*Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).*

*The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the bidders 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 contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.*

*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.*

**1. Sample Bill of Quantities<sup>5</sup>**  
**(Local Currency and Foreign Currency)**

| <i>Item no.</i> | <i>Description</i> | <i>Unit</i> | <i>Quantity</i> | <i>Rate</i> | <i>Amount</i> |
|-----------------|--------------------|-------------|-----------------|-------------|---------------|
|                 |                    |             |                 |             |               |
|                 |                    |             |                 |             |               |
|                 |                    |             |                 |             |               |
|                 |                    |             |                 |             |               |
|                 |                    |             |                 |             |               |
|                 |                    |             |                 |             |               |
|                 |                    |             |                 |             |               |
|                 |                    |             |                 |             |               |
| Total           |                    |             |                 |             | _____         |

**Sample Activity Schedule**

| <i>Item no.</i> | <i>Description</i> | <i>Unit</i> | <i>Amount</i> |
|-----------------|--------------------|-------------|---------------|
|                 |                    |             |               |
|                 |                    |             |               |
|                 |                    |             |               |
|                 |                    |             |               |
|                 |                    |             |               |
|                 |                    |             |               |
|                 |                    |             |               |
|                 |                    |             |               |
|                 |                    |             |               |

<sup>5</sup> In case of Lump Sum Contract, use Sample Activity Schedule.



## 2. 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<br>$C = A \times B$ | Percentage of Net Bid Price (NBP)<br>$\frac{100 \times C}{NBP}$ |
| <b>Local currency</b><br>_____                      |                    | 1.00                               |   |   |
| <b>Foreign Currency #1</b><br>_____                 |                    |                                    |   |   |
| <b>Foreign Currency #2</b><br>_____                 |                    |                                    |   |   |
| <b>Foreign Currency #3</b><br>_____                 |                    |                                    |   |   |
| <b>Net Bid Price</b>                                |                    |                                    |   | <b>100.00</b>   |
| <b>Provisional Sums Expressed in Local Currency</b> |                    | 1.00                               |   |   |
| <b>BID PRICE</b>                                    |                    |                                    |   |   |

## Table(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: _____<br>B: _____<br>C: _____<br>D: _____<br>E: _____ |
| <b>Total</b> |                   |                 |                     |                                | <b>1.00</b>  |

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: _____<br>B: _____<br>C: _____<br>D: _____<br>E: _____ |
| <b>Total</b> |                   |                 |                     |                                  |                   | <b>1.00</b>  |

## 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:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) 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)]

## Form of Bid Security (Bid Bond)

BOND NO. \_\_\_\_\_

BY THIS BOND [*name of Bidder*] as Principal (hereinafter called “the Principal”), and [*name, legal title, and address of surety*], **authorised to transact business in** [*name of country of Employer*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*name of Employer*] as Obligee (hereinafter called “the Employer”) in the sum of [*amount of Bond*]<sup>6</sup> [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) 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)

\_\_\_\_\_

<sup>6</sup> 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.

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*(Signature)*

*(Printed name and title)*

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*(Signature)*

*(Printed name and title)*

---

## Form of Bid-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**

## **Technical Proposal Forms**

**Personnel**

**Equipment**

**Site Organisation**

**Method Statement**

**Mobilisation Schedule**

**Construction Schedule**

**Others**

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## Forms for Personnel

### Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

|             |                          |
|-------------|--------------------------|
| <b>1.</b>   | <b>Title of position</b> |
|             | <b>Name</b>              |
| <b>2.</b>   | <b>Title of position</b> |
|             | <b>Name</b>              |
| <b>3.</b>   | <b>Title of position</b> |
|             | <b>Name</b>              |
| <b>4.</b>   | <b>Title of position</b> |
|             | <b>Name</b>              |
| <b>5.</b>   | <b>Title of position</b> |
|             | <b>Name</b>              |
| <b>6.</b>   | <b>Title of position</b> |
|             | <b>Name</b>              |
| <b>etc.</b> | <b>Title of position</b> |
|             | <b>Name</b>              |

**Form PER – 2: Resume of Proposed Personnel**

The Bidder shall provide all the information requested below. Fields with asterix (\*) shall be used for evaluation.

|                              |                                    |  |
|------------------------------|------------------------------------|--|
| <b>Position*</b>             |                                    |  |
| <b>Personnel Information</b> | <b>Name*</b>                       | <b>Date of Birth</b>                       |
|                              | <b>Professional Qualifications</b> |  |
| <b>Present Employment</b>    | <b>Name of Employer</b>            |  |
|                              | <b>Address of Employer</b>         |  |
|                              | <b>Telephone</b>                   | <b>Contact (manager/personnel officer)</b> |
|                              | <b>Fax</b>                         | <b>E-mail</b>                              |
|                              | <b>Job Title</b>                   | <b>Years with present Employer</b>         |

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

| <b>From*</b> | <b>To*</b> | <b>Company, Project, Position, and Relevant Technical and Management Experience*</b> |
|--------------|------------|--|
|              |            |  |
|              |            |  |
|              |            |  |
|              |            |  |
|              |            |  |

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|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## 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.

|                              |   |                               |
|------------------------------|---|-------------------------------|
| <b>Type of Equipment*</b>    |   |                               |
| <b>Equipment Information</b> | <b>Name of Manufacturer</b>   | <b>Model and Power Rating</b> |
|                              | <b>Capacity*</b>  | <b>Year of Manufacture*</b>   |
| <b>Current Status</b>        | <b>Current Location</b>   |                               |
|                              | <b>Details of Current Commitments</b>   |                               |
| <b>Source</b>                | <b>Indicate Source of the Equipment</b><br><input type="checkbox"/> <b>Owned</b> <input type="checkbox"/> <b>Rented</b> <input type="checkbox"/> <b>Leased</b> <input type="checkbox"/> <b>Specially manufactured</b> |                               |

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

|              |                         |                               |
|--------------|-------------------------|-------------------------------|
| <b>Owner</b> | <b>Name of Owner</b>    |                               |
|              | <b>Address of Owner</b> |                               |
|              | <b>Telephone</b>        | <b>Contact Name and Title</b> |

---

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|                   | <b>Fax</b>  | <b>Email</b> |
|-------------------|---|--------------|
| <b>Agreements</b> | <b>Details of rental / lease / manufacture agreements specific to the project</b> |              |
|                   |   |              |
|                   |   |              |

## **Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

## Form ELI 1.1

### Bidder Information Sheet

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

Bidding No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_  
Pages

|  |
|--|
| 1. Bidder's Legal Name   |
| 2. In case of JVCA, legal name of each party:  |
| 3. Bidder's actual or intended Country of Registration:  |
| 4. Bidder's Year of Registration:  |
| 5. Bidder's Legal Address in Country of Registration:  |
| 6. Bidder's Authorised Representative Information<br>Name:<br><br>Address:<br><br>Telephone/Fax numbers:<br><br>Email Address:   |
| 7. Attached are copies of original documents of:<br>€ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.<br>€ In case of JVCA, letter of intent to form JVCA including a draft agreement, or JVCA agreement, in accordance with ITB Sub-Clauses 4.1.<br>€ In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.4. |

**Form ELI 1.2**  
**Party to JVCA Information Sheet**  
**(To be completed for each member of Joint Venture)**

Date: \_\_\_\_\_  
 Bidding No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ Pages

|  |
|--|
| 1. Bidder's Legal Name:  |
| 2. JVCA's Party legal name:  |
| 3. JVCA's Party Country of Registration:   |
| 4. JVCA's Party Year of Registration:  |
| 5. JVCA's Party Legal Address in Country of Registration:  |
| 6. JVCA's Party Authorised Representative Information<br>Name:<br>Address:<br>Telephone/Fax numbers:<br>Email Address:   |
| 7. Attached are copies of original documents of:<br>€ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.<br>€ In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.4. |

**Form CON – 2**  
**Historical Contract Non-Performance**

Bidder’s Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVCA Partner Legal Name: \_\_\_\_\_  
 Bidding No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ Pages

| Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)   |                                    |   |  |
|---|------------------------------------|---|--|
| € <input type="checkbox"/> <input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria) |                                    |   |  |
| € <input type="checkbox"/> <input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria).              |                                    |   |  |
| Year  | Outcome as Percent of Total Assets | Contract Identification   | Total Contract Amount (current value, US\$ equivalent) |
| _____   | _____                              | Contract Identification:<br>Name of Employer: _____<br>Address of Employer: _____<br>Matter in dispute: _____ | _____  |
| Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)  |                                    |   |  |
| € <input type="checkbox"/> <input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.3 of Section III (Evaluation and Qualification Criteria).   |                                    |   |  |
| € Pending litigation in accordance with Sub-Factor 2.2.3 of Section III (Evaluation and Qualification Criteria), as indicated below.  |                                    |   |  |
| Year  | Outcome as Percent of Total Assets | Contract Identification   | Total Contract Amount (current value, US\$ equivalent) |
| _____   | _____                              | Contract Identification:<br>Name of Employer: _____<br>Address of Employer: _____<br>Matter in Dispute: _____ | _____  |

---

---

|       |       |  |       |
|-------|-------|--|-------|
| _____ | _____ | <b>Contract Identification:</b><br>Name of Employer:<br>Address of Employer:<br>Matter in Dispute: | _____ |
|-------|-------|--|-------|

---

**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 US\$ equivalent) | Estimated Completion Date | Average Monthly Invoicing over last Six Months (US\$/Month) |
|------------------|----------------------------------|---|---------------------------|---|
| 1.               |                                  |   |                           |   |
| 2.               |                                  |   |                           |   |
| 3.               |                                  |   |                           |   |
| 4.               |                                  |   |                           |   |
| 5.               |                                  |   |                           |   |
| etc.             |                                  |   |                           |   |

**Form FIN – 3.1**  
**Financial Situation**

**Historical Financial Performance**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVCA Partner Legal Name: \_\_\_\_\_ Bidding No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ Pages

To be completed by the Bidder and, if JVCA, by each partner

**1. Financial Data**

| Financial information in US\$ equivalent | Historic information for previous _____ ( ) years<br>(US\$ equivalent in 000s) |        |        |          |        |      |            |
|--|--|--------|--------|----------|--------|------|------------|
|  | Year 1   | Year 2 | Year 3 | Year ... | Year n | Avg. | Avg. Ratio |
| Information from Balance Sheet           |  |        |        |          |        |      |            |
| Total Assets (TA)                        |  |        |        |          |        |      |            |
| Total Liabilities (TL)                   |  |        |        |          |        |      |            |
| Net Worth (NW)                           |  |        |        |          |        |      |            |
| Current Assets (CA)                      |  |        |        |          |        |      |            |
| Current Liabilities (CL)                 |  |        |        |          |        |      |            |
| Information from Income Statement        |  |        |        |          |        |      |            |
| Total Revenue (TR)                       |  |        |        |          |        |      |            |

|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| Profits<br>Before Taxes<br>(PBT)             |  |  |  |  |  |  |  |
| Cash Flow Information                        |  |  |  |  |  |  |  |
| Cash Flow<br>from<br>Operating<br>Activities |  |  |  |  |  |  |  |

### Sources of Finance

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 (US\$ equivalent) |
|-----|-------------------|--------------------------|
| 1   |                   |                          |
| 2   |                   |                          |
| 3   |                   |                          |

## 2. Financial Documents

€ Attached are copies of financial statements <sup>7</sup>(balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Bidder or partner to a JVCA, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant in accordance with local legislation.
- Historic financial statements must be complete, including all notes to the financial statements.

<sup>7</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified

- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

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**Form FIN – 3.2**  
**Average Annual Turnover**

Bidder's Legal Name: \_\_\_\_\_

Date:

JVCA Partner Legal Name: \_\_\_\_\_

Bidding No. \_\_\_\_\_

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

Pages

| <b>Annual Turnover Data (construction only)</b> |                            |                        |
|---|----------------------------|------------------------|
| <b>Year</b>                                     | <b>Amount and Currency</b> | <b>US\$ equivalent</b> |
|   |                            |                        |
|   |                            |                        |
|   |                            |                        |
|   |                            |                        |
|   |                            |                        |
|   |                            |                        |
| *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 Section III (Evaluation and Qualification Criteria), Sub-Factor 2.3.2, divided by that same number of years.

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**Form FIN – 3.3**  
**Financial Resources**

2.

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)

| <b>Source of Financing</b> | <b>Amount (US\$ equivalent)</b> |
|----------------------------|---------------------------------|
| 1.                         |                                 |
| 2.                         |                                 |
| 3.                         |                                 |
| 4.                         |                                 |

**Form EXP-4.1**

**Experience**

**General Experience**

Bidder's Legal Name: \_\_\_\_\_

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

JVCA Partner Legal Name: \_\_\_\_\_ Bidding No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ Pages

| Starting<br>Month/<br>Year | Ending<br>Month/<br>Year | Years* | Contract Identification   | Role of<br>Bidder |
|----------------------------|--------------------------|--------|---|-------------------|
| _____                      | _____                    |        | Contract name:<br>Brief Description of the Works performed by the Bidder:<br>Amount of Contract:<br>Name of Employer:<br>Address: | _____             |
| _____                      | _____                    |        | Contract name:<br>Brief Description of the Works performed by the Bidder:<br>Amount of Contract:<br>Name of Employer:<br>Address: | _____             |
| _____                      | _____                    |        | Contract name:<br>Brief Description of the Works performed by the Bidder:<br>Amount of Contract:<br>Name of Employer:<br>Address: | _____             |
| _____                      | _____                    |        | Contract name:<br>Brief Description of the Works performed by the Bidder:<br>Amount of Contract:<br>Name of Employer:<br>Address: | _____             |

---

---

|       |       |  |  |       |
|-------|-------|--|--|-------|
| _____ | _____ |  | Contract name:<br>Brief Description of the Works performed by the Bidder:<br>Amount of Contact:<br>Name of Employer:<br>Address: | _____ |
|-------|-------|--|--|-------|

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year.

**Form EXP – 2.4.2(a)**  
**Specific Experience**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVCA Partner Legal Name: \_\_\_\_\_ Bidding No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ Pages

|  |                     |                   |                                   |                         |
|--|---------------------|-------------------|-----------------------------------|-------------------------|
| <b>Similar Contract Number:</b> _____<br><i>[insert specific number]</i> of _____<br><i>[insert total number of contracts required].</i> | <b>Information</b>  |                   |                                   |                         |
| Contract Identification  | _____               |                   |                                   |                         |
| Award Date   | _____               |                   |                                   |                         |
| Completion Date  | _____               |                   |                                   |                         |
| Role in Contract   | •<br>Contract<br>or | Member<br>in JVCA | •<br>Manageme<br>nt<br>Contractor | •<br>Sub-<br>contractor |
| Total Contract Amount  | _____               |                   |                                   | US\$ _____              |
| If partner in a JVCA or subcontractor, specify participation of total contract amount  | _____ %             | _____             |                                   | US\$ _____              |
| Employer's Name:   | _____               |                   |                                   |                         |

|                       |  |
|-----------------------|--|
| Address:              | _____                                  |
| Telephone/fax number: | -<br>_____                             |
| E-mail:               | -<br>_____<br>-<br>_____<br>-<br>_____ |

**Form EXP – 2.4.2(a) (cont.)**  
**Specific Experience (cont.)**

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ Pages  
 JVCA Partner Legal Name: \_\_\_\_\_

| <b>Similar Contract No. <u>  </u> [insert specific number] of <u>  </u> [insert total number of contracts] required</b>     | <b>Information</b> |
|---|--------------------|
| Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria): |                    |
| Amount  | _____              |
| Physical Size   | _____              |
| Complexity  | _____              |
| Methods/Technology  | _____              |
| Physical Production Rate  | _____              |

**Form EXP – 2.4.2(b)**  
**Specific Experience in Key Activities**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JVCA Partner Legal Name: \_\_\_\_\_ Bidding No.: \_\_\_\_\_

Subcontractor's Legal Name:<sup>8</sup> \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_  
 Pages

|   | Information         |                   |                              |                        |
|---|---------------------|-------------------|------------------------------|------------------------|
| Contract Identification   | _____               |                   |                              |                        |
| Award date  | _____               |                   |                              |                        |
| Completion date   | _____               |                   |                              |                        |
| Role in Contract  | •<br>Contract<br>or | Member<br>in JVCA | Manageme<br>nt<br>Contractor | •<br>Subcontract<br>or |
| Total Contract Amount   | _____               |                   |                              | US\$ _____             |
| If partner in a JVCA or subcontractor, specify participation of total contract amount | _____ %             | _____             |                              | US\$ _____             |
| Employer's Name:  | _____               |                   |                              |                        |

<sup>8</sup> If applicable. All Sub-contractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements.

|                       |                               |
|-----------------------|-------------------------------|
| Address:              | <hr/> <hr/> <hr/>             |
| Telephone/fax number: | <hr/>                         |
| E-mail:               | <hr/> <hr/> <hr/> <hr/> <hr/> |

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**Form EXP – 2.4.2 (b)(cont.)**  
**Specific Experience in Key Activities (cont.)**

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ Pages  
JVCA Partner Legal Name:

\_\_\_\_\_  
Subcontractor's Legal Name:  
\_\_\_\_\_

| <b>Description of the key activities in accordance with Sub-Factor 2.4.2(b) of Section III (Evaluation and Qualification Criteria):</b> | <b>Information</b> |
|---|--------------------|
|   |                    |
|   |                    |
|   |                    |
|   |                    |
|   |                    |

## **Section V - Eligible Countries**

The eligibility of the bidder shall be based on nationality, in accordance with the following rules. A corporation is eligible if it satisfies the following criteria:

- (a) legally incorporated or otherwise organised in, and have their principal place of business in an eligible country ;
- (b) more than 50% beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an eligible country or countries, or by a body corporate or bodies corporate meeting these requirements; or
- (c) owned or controlled by the government of an eligible country provided that it is legally and financially autonomous and operated under the commercial law of an eligible country and not dependent agency of the eligible country.

Eligible countries are member countries of CDB, as listed below:

### **BORROWING MEMBERS**

1. Anguilla
2. Antigua and Barbuda
3. Bahamas
4. Barbados
5. Belize
6. British Virgin Islands
7. Cayman Islands
8. Dominica
9. Grenada
10. Guyana
11. Haiti
12. Jamaica
13. Montserrat
14. Saint Kitts and Nevis

15. Saint Lucia
16. Saint Vincent and the Grenadines
17. Suriname
18. Trinidad and Tobago
19. Turks and Caicos Islands

**NON-BORROWING MEMBERS**

1. Brazil
2. Canada
3. China
4. Colombia
5. Germany
6. Italy
7. Mexico
8. United Kingdom
9. Venezuela

and the following countries [*insert or state "Not applicable"*]

## Section VI - Bank Policy – Corrupt and Fraudulent Practices

*[Notes to the Client: This Section VI shall not be modified.]*

It is Caribbean Development Bank's (CDB's) policy to require that Recipients (including beneficiaries of the Financing), as well as bidders, suppliers (including suppliers of consulting services), and contractors under CDB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, CDB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) **“fraudulent practice” means a misrepresentation** or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or an arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, non-competitive levels; and
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) will normally cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the Financing engaged in corrupt, fraudulent, collusive, or coercive 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;
- (d) will sanction a body corporate or individual, including declaring the body corporate or individual ineligible, either indefinitely or for a stated period of time, to be awarded a

CDB-financed contract if it at any time determines that the body corporate or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a CDB-financed contract; and

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

## **PART 2 – Employer’s Requirements**

## **Section VII - Employer's 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 recognized 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.*

*Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized 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.*

## **Drawings**

*Insert here 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 VII. 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**

### **A. General**

**1. Definitions**

1. Boldface type is used to identify defined terms.
  - (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) Bank means the financing institution **named in the PCC**.
  - (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
  - (f) Compensation Events are those defined in GCC Clause 42 hereunder.
  - (g) 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.
  - (h) 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.
  - (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
  - (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
  - (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
  - (l) Days are calendar days; months are calendar months.
  - (m) Dayworks are varied work inputs subject to payment on

2. **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:
    - (a) Agreement,
    - (b) Letter of Acceptance,
    - (c) Contractor's Bid,
    - (d) Particular Conditions of Contract,
    - (e) General Conditions of Contract,
    - (f) Specifications,
    - (g) Drawings,
    - (h) Bill of Quantities, and
    - (i) any other document **listed in the PCC** as forming part of the Contract.
3. **Language and Law**
1. The language of the Contract and the law governing the Contract are **stated in the PCC**.
4. **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.
5. **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.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.

**11. Employer's Risks**

1. From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
  - (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    - (i) 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
    - (ii) 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.
  - (b) 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.
2. 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:
  - (a) a Defect which existed on the Completion Date,
  - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - (c) the activities of the Contractor on the Site after the Completion Date.

**12. 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.

**13. 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:
  - (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (d) personal injury or death.
2. 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.
3. 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.
4. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
5. Both parties shall comply with any conditions of the insurance policies

**14. 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.

**15. Contractor to Construct the Works**

1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. **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 Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
17. **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.
18. **Safety**
1. The Contractor shall be responsible for the safety of all activities on the Site.
19. **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.
20. **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.
21. **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.

**22. 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. 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).

**23. 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.

**24. 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**.

**25. Corrupt and Fraudulent Practices**

- 25.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 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****26. 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 Program 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.
4. 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.

27. **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.
28. **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.
29. **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.
30. **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.
  2. 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.

- 31. 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**

- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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**

- 36. Contract Price**
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.
  2. In the case of a lump sum contract, 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.
- 37. Changes in the Contract Price**
1. In the case of an admeasurement contract:
    - (a) 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.
    - (b) 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.
    - (c) 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.
  2. In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Programme 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.

**38. Variations**

1. All Variations shall be included in updated programmes, and, in the case of a lump sum contract, also in the Activity Schedule, 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.
3. 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.
4. 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.
5. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
6. In the case of an admeasurement contract, 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.

**39. Cash Flow Forecasts**

1. When the Programme, or, in the case of a lump sum contract, the Activity Schedule, 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.

**40. 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 comprise:
  - (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
  - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
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.

**41. 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.

**42. Compensation  
Events**

1. The following shall be Compensation Events:
  - (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
  - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
  - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
  - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
  - (e) The Project Manager unreasonably does not approve a subcontract to be let.
  - (f) 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.
  - (g) 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.
  - (h) 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.
  - (i) The advance payment is delayed.
  - (j) The effects on the Contractor of any of the Employer's Risks.
  - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
2. 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

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43. **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.
44. **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.
45. **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:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

$A_c$  and  $B_c$  are coefficients **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."

2. 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.

- 46. 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.
- 47. 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.
- 48. 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.

**49. 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.

**50. 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.

**51. 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.
52. **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**

53. **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.
54. **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
55. **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.

**56. 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**.
2. 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.

- 57. 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:
    - (a) 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;
    - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
    - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
    - (d) 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;
    - (e) 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;
    - (f) the Contractor does not maintain a Security, which is required;
    - (g) 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
    - (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
  3. 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.
  4. Notwithstanding the above, the Employer may terminate the Contract for convenience.

- 58. 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.
  2. 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.
- 59. 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.
- 60. 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.
- 61. 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:
    - (a) The Employer is obligated to notify the Contractor of such suspension within seven days of having received the Bank's suspension notice.
    - (b) 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.

**62. Eligibility**

1. The Contractor shall have the nationality of an eligible country. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
2. The materials, equipment and services to be supplied under the Contract shall have their source and origin in eligible source countries and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the source and origin of materials, equipment and services.

154.

3. For purposes of GCC 62.2, "source" shall mean the country from which an item is transported to the country in which the project is located or the latter country provided that in both cases the item is located there at the time of purchase and "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognised product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## APPENDIX TO GENERAL CONDITIONS

### BANK POLICY – CORRUPT AND FRAUDULENT PRACTICES

*[Text in this Section shall not be modified]*

It is Caribbean Development Bank's (CDB's) policy to require that Recipients (including beneficiaries of the Financing), as well as bidders, suppliers (including suppliers of consulting services), and contractors under CDB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, CDB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) "collusive practices" means a scheme or an arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, non-competitive levels; and
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) will normally cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the Financing engaged in corrupt, fraudulent, collusive, or coercive 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;

- (d) will sanction a body corporate or individual, including declaring the body corporate or individual ineligible, either indefinitely or for a stated period of time, to be awarded a CDB-financed contract if it at any time determines that the body corporate or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a CDB-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by the Financing, requiring bidders, suppliers and contractors to permit CDB to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by CDB.

## 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.

| <b>A. General</b>   |   |
|---------------------|---|
| <b>GCC 1.1 (d)</b>  | The financing institution is:   |
| <b>GCC 1.1 (s)</b>  | The Employer is <i>[insert name, address, and name of authorised representative]</i> .  |
| <b>GCC 1.1 (w)</b>  | The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i><br><br><i>[If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here]</i> |
| <b>GCC 1.1 (z)</b>  | The Project Manager is <i>[insert name, address, and name of authorised representative]</i> .   |
| <b>GCC 1.1 (bb)</b> | The Site is located at <i>[insert address of Site ]</i> and is defined in drawings No. <i>[insert numbers]</i>  |
| <b>GCC 1.1 (ee)</b> | The Start Date shall be <i>[insert date]</i> .  |
| <b>GCC 1.1 (ii)</b> | The Works consist of <i>[insert brief summary, including relationship to other contracts under the Project]</i> .   |
| <b>GCC 2.2</b>      | Sectional Completions are: <i>[insert nature and dates, if appropriate]</i>   |
| <b>GCC 2.3(i)</b>   | The following documents also form part of the Contract: <i>[list documents]</i>   |
| <b>GCC 3.1</b>      | The language of the contract is <i>[insert name of the language. The language shall be that of the bid]</i> .<br><br>The law that applies to the Contract is the law of <i>[insert name of Country]</i> .   |
| <b>GCC 5.1</b>      | The Project manager <i>[may or may not]</i> delegate any of his duties and responsibilities.  |
| <b>GCC 8.1</b>      | Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate]</i>  |

|                                |  |
|--------------------------------|--|
| <b>GCC 13.1</b>                | <p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>[insert amounts]</i>.</p> <p>(b) For loss or damage to Equipment: <i>[insert amounts]</i>.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[insert amounts]</i>.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees: <i>[amount]</i>.</p> <p>(ii) of other people: <i>[amount]</i>.</p> |
| <b>GCC 14.1</b>                | Site Data are: <i>[list Site Data]</i>   |
| <b>GCC 20.1</b>                | The Site Possession Date(s) shall be: <i>[insert location(s) and date(s)]</i>  |
| <b>GCC 23.1 &amp; GCC 23.2</b> | Appointing Authority for the Adjudicator: <i>[insert name of Authority]</i> .  |
| <b>GCC 24.3</b>                | Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses]</i> .  |

|                        |   |
|------------------------|---|
| <p><b>GCC 24.4</b></p> | <p><i>[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]</i></p> <p>Institution whose arbitration procedures shall be used: .....</p> <p><i>[For larger contracts with international contractors, it is recommended to select one institution among those listed below; insert the corresponding wording]</i></p> <p><b><i>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></b></p> <p>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.”</p> <p>or</p> <p><b><i>“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</i></b></p> <p>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.”</p> <p>or</p> <p><b><i>“Rules of Arbitration Institute of the Stockholm Chamber of Commerce:</i></b></p> <p>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.”</p> <p>or</p> <p><b><i>“Rules of the London court of International Arbitration:</i></b></p> <p>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.”</p> |
|------------------------|---|

| <b>B. Time Control</b>    |  |
|---------------------------|--|
| <b>GCC 26.1</b>           | The Contractor shall submit for approval a Programme for the Works within <i>[number]</i> days from the date of the Letter of Acceptance.  |
| <b>GCC 26.3</b>           | The period between Programme updates is <i>[insert number]</i> days.<br><br>The amount to be withheld for late submission of an updated Programme is <i>[insert amount]</i> .      |
| <b>C. Quality Control</b> |  |
| <b>GCC 34.1</b>           | The Defects Liability Period is: <i>[insert number]</i> days.<br><br><i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i> |
| <b>D. Cost Control</b>    |  |
| <b>GCC 44.1</b>           | The currency of the Employer's country is: <i>[insert name of currency of the Employer's country]</i> .  |

|                        |   |
|------------------------|---|
| <p><b>GCC 45.1</b></p> | <p>The Contract <i>[insert “is” or “is not”]</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>[specify “does” or “does not”]</i> apply.</p> <p><i>[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]</i></p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency <i>[insert name of currency]</i>:</p> <p>(i) <i>[insert percentage]</i> percent non-adjustable element (coefficient A).</p> <p>(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>(b) For currency <i>[insert name of currency]</i>:</p> <p>(i) <i>[insert percentage]</i> percent non-adjustable element (coefficient A).</p> <p>(ii) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be <i>[insert index]</i>.</p> <p>The Index I for the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</i></p> <p>The Index I for currencies other than the local currency and the specified international currency shall be <i>[insert index]</i>.</p> <p><i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p> |
| <p><b>GCC 46.1</b></p> | <p>The proportion of payments retained is: <i>[insert percentage]</i></p> <p><i>[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]</i></p>   |

|                                  |  |
|----------------------------------|--|
| <b>GCC 47.1</b>                  | <p>The liquidated damages for the whole of the Works are <i>[insert percentage of the final Contract Price]</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price.</p> <p><i>[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]</i></p>  |
| <b>GCC 48.1</b>                  | <p>The Bonus for the whole of the Works is <i>[insert percentage of final Contract Price]</i> per day. The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price.</p> <p><i>[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.]</i></p>  |
| <b>GCC 49.1</b>                  | <p>The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i>.</p>   |
| <b>GCC 50.1</b>                  | <p>The Performance Security amount is <i>[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]</i></p> <p>(a) Bank Guarantee: <i>[insert percentage and amount(s)]</i>.</p> <p>(b) Performance Bond: <i>[insert percentage and amount(s)]</i>.</p> <p><i>[A <b>Bank Guarantee</b> 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 <b>Performance Bond</b> 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).]</i></p> |
| <b>E. Finishing the Contract</b> |  |
| <b>GCC 56.1</b>                  | <p>The date by which operating and maintenance manuals are required is <i>[insert date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[insert date]</i>.</p>  |

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|                     |  |
|---------------------|--|
| <b>GCC 56.2</b>     | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[insert amount in local currency]</i> . |
| <b>GCC 57.2 (g)</b> | The maximum number of days is: <i>[insert number; consistent with clause 41.1 on liquidated damages]</i> .   |
| <b>GCC 58.1</b>     | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>[insert percentage]</i> .                        |

## **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.

### **Table of Forms**

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## 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 43.1 and GCC 23.1.

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

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## 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.
  - (a) the Letter of Acceptance
  - (b) the Bid
  - (c) the Addenda Nos . . . . . *[insert addenda numbers if any]*. . . . .
  - (d) the Particular Conditions
  - (e) the General Conditions;
  - (f) the Specification
  - (g) the Drawings;
  - (h) the completed Schedules; and
  - (i) 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 borrowing 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]* <sup>1</sup>. . . . . (*[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 . . . . . , . . . . . <sup>2</sup>, 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)]*

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

<sup>1</sup> 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.

<sup>2</sup> 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]* <sup>1</sup>. . . . . (*[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 mobilization 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 . . . . ., . . . . .<sup>2</sup>, 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)]*. . . . .

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

- <sup>1</sup> *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.*
- <sup>2</sup> *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.*