**STANDARD BIDDING DOCUMENT**

**Procurement of Works**

**Design and Build**

**International Competitive Bidding**

**One Stage, Two-Envelope Bidding Process**

**(with prior pre-qualification)**

**Trial Version**

**Inter-American Development Bank**

**Washington, D.C.**

**April 2019**

**Revisions**

| **Version** | **Modification** | **Reason** |
| --- | --- | --- |
| January 2018 | First publication | First trial version published |
| April 2019 | Preface, ITB, BDS, Forms of Contract | The instruction regarding the purchase of the FIDIC license for the general conditions of contract is updated.  Enhancements on environmental, social, health and safety (ESHS) measures and other improvements. In the English version, the words “Contracting Agency” are replaced with “the Employer.”  The instructions on conflict of interest are enhanced and aligned to the provisions of the other MDB.  An instruction regarding use of electronic procurement systems is added.  Provisions in the Letter of Bid and other parts of the bidding document added following advice of OII and LEG of the Bank  Added detailed instructions for filling out the Bid Data Sheet and added instructions and a Form regarding the Beneficiary Ownership Disclosure of the successful Bidder. |

**Preface**

This document has been prepared by the IDB for the use by staff of implementing units in projects requiring design and build contracts. The document provides a Guide to assist in the preparation of the bidding document pointing out certain aspect requiring attention and careful writing.

This SBD has been prepared under the Procurement Policy GN-2349-9. Procurement planned in the framework of a loan contract applying previous Procurement Policies must make the changes replacing the references to the Prohibited Practices with the appropriate references to Fraud and Corruption in the Bidding Data Sheet (BDS), in the Contract Conditions and all other parts of the document referring to the Prohibited Practices.

The invitation to bid is open only for pre-qualified Contractors. The Bank offers another Standard Bidding Document (SBD) for open bidding of design and build contracts without prior pre-qualification.

This Design and Build of Works' bidding document has two significant innovations in respect to the other Bank's Standard Bidding Documents:

1. the bidding process is a two-envelope process with deferred opening of the Bid – Financial Part. The qualification of bidders and the technical evaluation of the Technical Part of the bid take place before undertaking the financial evaluation and, if applicable, before the combined technical/financial bid evaluation.

The bid evaluation as specified in the document always requires assessing the Bid – Technical Part using a rated-type score procedure. However, it allows *to combine or not to combine* the resulting score of the technical evaluation with the financial score to determine the Most Advantageous Bid. When the technical evaluation score is combined with  the financial score, the Contract is awarded to the Most Advantageous Bid which is the bid meeting the requirements of the bidding document and holds the highest combined score.  In the option where the technical and financial evaluations are not combined, the Contract is awarded to the lowest evaluated bid exceeding the specified minimum technical score; and

1. uses internationally recognized contract conditions for design and build, and where required, FIDIC´s conditions of contract for operation and maintenance.

In design and build contracts, it is a good practice for the Contractor to operate and maintain (O&M) the facilities for some time. In preparing this bidding document, it was assumed that O&M *was not* an Employer´s requirement, but the document allows the possibility to include O&M among the Contractor’s obligations. In such a case, the Employer shall provide additional specifications and Special Conditions of Contract to cover the operation and maintenance phase[[1]](#footnote-2). These adjustments entail replacing the General Conditions of the FIDIC Yellow Book with the FIDIC Gold Book, if the O&M is long term, i.e., 10 years or more.

In preparing this Document, the Bank team used terms, bidding parts and bidding sections used by the World Bank (IBRD) in similar documents, (for example, the Instructions to Bidders of a one stage, two-envelope procurement process and lump-sum bidding forms). The Bank is grateful to the World Bank for the use of these reference documents.

This SBD includes new provisions regarding environmental, social, health and safety (ESHS) measures which have been reviewed and improved by the Bank‘s Environmental and Social Safeguards Unit. A form and instructions added in respect to the Disclosure of the Beneficial Ownership of the selected Bidder. This SBD has also been reviewed by the Bank Office of Institutional Integrity and the Legal Department.

The General Conditions of Contract shall not be published without a license purchased by the Employer. The Employer, the prospective Bidders, the Engineer and the selected Contractor shall purchase the FIDIC Yellow Book of 1999.

During the trial period of this Bidding Document and its User’s Guide the Bank shall appreciate comments and observations to make this document more effective. To this end, please contact:

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**Attachment: Invitation to Bid**

PART 1 - Bidding Procedures

Section I. Instructions to Bidders (ITB)

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Section I. Instruction to Bidders (ITB)

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| A. General Provisions | |
| 1. Scope of Bid | * 1. The Employer, indicated in the ”Bid Data Sheet” (BDS) and in accordance with the definition in the “Contract General Conditions (CGC)" invites pre-qualified Bidders to submit bids for the provision of **Design and Build**, and if so specified **in the BDS**, **Operation and Maintenance** of Works**,** as specified in Section VI, “Employer’s Requirements.” The name and numbers of lots (contracts) and the identification of the International Competitive Bidding are specified **in the**  **BDS.** |
|  | * 1. Throughout this bidding document:      1. the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;      2. except in those cases where the context shall require otherwise, the words in singular also include the plural and the words in plural also include the singular; and      3. the word “day” means calendar day.      4. “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety that the Contractor must adopt in the design and works implementation, and if applicable, during operation and maintenance of the infrastructure.   2. If specified **in the BDS**, the Employer intents to use the electronic-procurement system indicated **in the BDS** to manage the aspects of this procurement process specified **in the BDS[[2]](#footnote-3)**. |
| Source of Funds | * 1. The Borrower (hereinafter called “Borrower”) specified **in the BDS** has received or has applied for financing (hereinafter called “funds”) from the Inter-American Development Bank (hereinafter called "IDB" or “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document are issued.. |
|  | * 1. Payment by the Bank shall be made only at the request of the Borrower and upon approval by the Bank and shall be subject, in all respects, to the terms and conditions of the Loan Contract between the Borrower and the Bank. No party other than the Borrower shall derive any rights from the Loan Contract or have any claim to the proceeds of the Loan. |
| Prohibited Practices | 3.1 The Bank requires that all Borrowers (including donation beneficiaries), executing agencies and employers, as well as all companies, entities or individual Bidders participating or about to participate in activities financed by the Bank, including, among others, Bidders, suppliers of goods, contractors, consultants, staff members, subcontractors, subconsultants, services providers and licensees (including their respective officials, employees and representatives, either with express or implicit responsibilities), observe the highest ethical standards and report to the Bank [[3]](#footnote-4) any suspicious action construed as a Prohibited Practice of knowledge or informed, during the selection process and negotiations or a contract implementation. Prohibited Practices consist of the following actions: (i) corruptive practices; (ii) fraudulent practices; (iii) coercive practices; and (iv) collusive practices and (v) obstructive practices. The Bank has instituted mechanisms to report having committed an alleged Prohibited Practice. Any such complaint should be referred to the Office of Institutional Integrity (OII) in the Bank to be duly investigated. The Bank has also adopted Sanctions Procedures to resolve cases and entered into agreements with other International Financial Institutions (IFI) in order to offer a reciprocal acknowledgement of sanctions imposed ty their corresponding disciplinary bodies.   1. For purposes of this provision, the Bank defines the following terms:     (i) A corruptive practice consists of offering, giving, receiving or soliciting, directly or indirectly, anything of value in order to unduly influence actions taken by another party;  (ii) A fraudulent practice is any act or omission, including misrepresentation of facts and circumstances, all of which deliberately or recklessly, deceive, attempt to deceive or in any way, shape or form aim at obtaining a financial benefit or of any other nature or to evade an obligation;  (iii) A coercive practice consists of damaging or causing harm, or harmfully threaten or cause damage, directly or indirectly, to any party or their assets to unduly influence their actions;  (iv) A collusive practice consists of an agreement between two or more parties taken with the intent to obtain an inappropriate purpose, which includes to influence in an inappropriate manner the other party’s action; and  (v) An obstructive practice consists of:  a.a. destroy, falsify, alter or deliberately conceal any evidence significant to the investigation or proffer false declarations to investigators in order to materially prevent an investigation from the Bank Group about reports of a corrupt, fraudulent, coercive or collusive practice and/or threaten, harass or intimidate any party to prevent disclosing their knowledge in matters that are important to the investigations or that the investigation may proceed, or  b.b. any act directed to materially prevent the Bank to exercise oversight and its right to audit as established in paragraph 3.1 (f) below.  (b) If, according to the Bank´s Sanctions Procedures, it is determined that any company, entity or individual acting as a bidder or participating in an activity financed by the Bank, including, inter alia, Bidders, suppliers, contractors, consultants, staff members, subcontractors, subconsultants, or goods or services providers, licensees, Borrowers, (including donations Beneficiaries), executing agencies or contracting parties institutions (including their respective officials, employees and representatives, with explicit or implicit responsibilities) committed a Prohibited Practice act at any time during the award or contract implementation stage, the Bank may:  (i) not finance any proposal to award a goods or services procurement contract or, for Works, or consulting services contract;  (ii) suspend the operation’s disbursements if it is determined that at any stage an employee, agency or a Borrower’s representative, the Executing Agency or the Employer committed a Prohibited Practice act;  (iii) rule that a procurement contract is not eligible for Bank financing, cancel and/or expedite payment of a part of the loan or donation unequivocally related to a contract, whenever there is evidence that the Borrower representative or a donation Beneficiary has not taken the adequate corrective measures (which, inter alia, include the appropriate notice given to the Bank after becoming aware of the Prohibited Practices) within the time considered reasonable by the Bank;  (iv) issue a formal warning letter as a vote of no confidence to the company, entity or individual warning for their behavior;  (v) rule that a company, entity or individual is ineligible, permanently or for a specific time to (i) be awarded contracts or to participate in activities financed by the Bank, and (ii) be designated as a subconsultant, subcontractor, or goods or services provider for another eligible company that is awarded a contract to implement Bank financed activities;  (vi) refer the matter to the relevant authorities charged with enforcing the laws; and/or;  (vii) enforce other sanctions deemed appropriate under the circumstances, including imposing fines as a means to reimburse the Bank for costs related to any investigation and actions. These sanctions may be imposed in addition to or as a substitute of the sanctions referenced above.  (c) Provisions in subparagraph (i) and (ii) in paragraph 3.1 (b) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.    (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above shall be public.  (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.  (f) The Bank requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.  (g) If the procures goods or services, works or consulting services directly from a specialized agency, all provisions under section 3.1 regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank shall retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank shall not finance the related expenditures and shall apply other remedies as appropriate.    3.2 By submitting bids Bidders represent and guarantee:  (a) that they have read and understood the Bank’s definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they shall comply with the rules applicable to those Practices and sanctions;  (b) that they have not engaged or will not incur in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract;  (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;  (d) that neither they nor their agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders are ineligible to be awarded contracts financed by the Bank or by another International Financial Institution (IFI) with which the Bank has subscribed an agreement for the reciprocal recognition of sanctions for conducts linked to the commission of Prohibited Practices;  (e) that all commissions, agents’ fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;  (f) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in ITB 3.1 (b). |
| Eligible Bidders | * 1. A Bidder, and all parties constituting the Bidder, shall be nationals from member countries of the Bank. Bidders from other countries shall be not eligible to participate in contracts intended to be financed in whole or in part from Bank loans. Section IV of this document establishes the Bank’s member countries, as well as the criteria to determine the nationality of the Bidders and the country of origin of goods and services. The Bidders with the nationality of a Bank’s member country and the Works and Goods to be supplied under the Contract are not eligible if:   (a) as a matter of law or official regulation, the Borrower’s country prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any imports of goods from that country or any payments to persons or entities in that country. |
|  | * 1. A Bidder including in all cases, the directors, key personnel, principal shareholders, proposed personnel and agents should not have conflicts of interest unless the conflict has been resolved in a manner acceptable to the Bank. A Bidder found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding, if the Bidder:  1. directly or indirectly controls[[4]](#footnote-5) another Bidder, is controlled directly or indirectly by another Bidder, or is controlled together with another Bidder by a natural or legal entity in common; or 2. receives or have received any direct or indirect subsidy from another Bidder; or 3. has the same legal representative as another Bidder for the purpose of this bidding process; or 4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or 5. is or has been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the preliminary studies or the specifications and other documents to be used for the procurement of the Works that are the subject of the bidding; or 6. has affiliated with a firm or entity that has been hired or been proposed to be hired by the Employer or Borrower as the Engineer for the contract; 7. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or 8. has a close[[5]](#footnote-6) family or financial relationship or past or future employment with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract. |
|  | * 1. A Bidder is not eligible if it or its subcontractors, suppliers, consultants, manufacturers or service providers that intervene in any part of the Contract (including, in all cases, the respective directors, key personnel, principal shareholders, proposed personnel and agents) are declared ineligible by the IDB, or declared ineligible by the IDB following an agreement for the mutual enforcement of sanctions signed between the Bank and another International Financial Institution (IFI). The list for such companies and ineligible individuals is shown **in the** **BDS**.   2. A firm that is a Bidder (either individually or as a JVCA member) shall not participate as a Bidder or as JVCA member in more than one Bid except for permitted alternative bids. Such participation shall result in the disqualification of all bids in which the firm is involved. A firm that is not a Bidder or a member of an APCA can participate as a subcontractor in more than one bid. Unless specified **in the BDS**, there is no limit on the number of members in a JVCA. |
|  | * 1. Government owned entities in the Borrower’s Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.   2. A Bidder shall not be under suspension from bidding by the Employer as a result of non-compliance with a Bid-Securing Declaration |
|  | * 1. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. |
|  | * 1. This bidding is open only to prequalified Bidders. |
| Materials, Equipment and Services Eligibility | * 1. The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section IV, “Eligible Countries”, and all expenditures under the Contract shall not contravene such restrictions. At the request of the Employer, Bidders may have to provide evidence of the origin of materials, equipment and services. |
| 1. Contents of Bidding Document | |
| Sections of Bidding Documents | * 1. The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.   **PART 1 Bidding Procedures**   * Section I. Instructions to Bidders (ITB) * Section II. Bid Data Sheet (BDS) * Section III. Evaluation and Qualification Criteria * Section IV. Eligible Countries * Section V. Bidding Forms   **PART 2 Employer Requirements**   * Section VI. Employer Requirements   **PART 3 Conditions of Contract and Contract Forms**   * Section VII. General Conditions (CG) * Section VIII. Particular Conditions (PC) * Section IX. Contract Forms |
|  | * 1. The Notice of Invitation to Bid issued to the Prequalified Bidders by the Employer and the *Data Room*, if applicable, are not a part of this bidding document. |
|  | * 1. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail. |
|  | * 1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document. If the Bidder fails to provide all the information or documents. required in the bidding document, may result in the rejection of its Bid. |
| Clarifications of Bidding Document, Site Visit and Pre-Bid Meeting | * 1. A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’s address specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer shall respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. |
|  | * 1. The Bidder is advised to visit and examine the Site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.   2. The Bidder and any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents shall release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and shall be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. |
|  | * 1. If so specified **in the BDS**, the Bidder designated representative shall be invited to attend a meeting prior to the bidding and/or a visit to the Works Site. The purpose for the meeting shall be to clarify and respond to questions on any matter that may be raised at that stage. |
|  | * 1. The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting. |
|  | * 1. Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, shall be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. If so specified **in the BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. 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. Nonattendance at the pre-Bid meeting shall not be a cause for disqualification of a Bidder. |
|  | * 1. Bidders not attending the pre-bidding meeting shall not be disqualified. |
| Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda. |
|  | * 1. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 7.1 |
|  | * 1. 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. |
| 1. Preparation of Bids | |
| Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer , shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern**.** |
| Documents Comprising the Bid | * 1. The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope bidding process). One envelope shall contain only information relating to the Technical Part, in accordance with ITB 11.2, and the other, only information relating to the Financial Part., in accordance with ITB 11.3 These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Bid”.   2. The **Technical Part** shall include the following documents:  1. **Letter of Bid – Technical Part,** prepared in accordance with ITB 12; 2. **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1; 3. **Alternative Bid** – **Technical Part**: if permissible, in accordance with ITB 13; the Technical Part of any Alternative Bid, 4. **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; 5. **Bidder Eligibility:** documentary evidence in accordance with ITB 17.1 establishing the Bidder’s eligibility to bid; 6. **Qualifications**: documentary evidence in accordance with ITB 17.2 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted; 7. **Technical Proposal:** a technical proposal in accordance with ITB 16; 8. Any other document required **in the** **BDS**.    1. **The Financial Part** shall include the following documents:       1. **Letter of Bid – Financial Part**, prepared in accordance with ITB 12 and 14;       2. **List of Activities with Price**, completed in accordance with ITB 12 and 14, including Operation and Maintenance, if so established in the Employer requirements as specified **in the BDS**;       3. **Alternative Bid – Financial Part**: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;   (d ) any other document required **in the BDS**.   * 1. The Technical Part shall not include any information related to the Financial Part. Where material financial information related to the Financial Part is contained in the Technical Part, the Bid shall be declared non-responsive.   2. In addition to the requirements in ITB 11.2, bids submitted by a Joint Venture, Consortium or Association (JVCA) shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.   3. The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. |
| Letter of Bid and Schedules | * 1. The Letter of Bid – Technical Part, Letter of Bid – Financial Part and Priced Activity Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. |
| Alternative Technical Bids | * 1. Unless otherwisespecified **in** **the BDS**, alternative Bids shall not be considered. |
|  | * 1. When alternative times for completion are explicitly invited, a statement to that effect shall be included **in the BDS**, and the method of evaluating different alternative times for completion shall be described in Section III, Evaluation and Qualification Criteria |
|  | * 1. When it is specified **in the BDS,** Bidders wishing to offer alternative technical Bids to the requirements of the bidding document shall explain in their Technical Bid why and how they differ from the conceptual design proposed by the Employer as described in the Section VI “Employer Requirements” of the bidding document. In addition, the Bidders shall submit all the necessary information so that the Employer may undertake a full review of the alternative technical solution, including drawings and preliminary alternative design calculations, amended technical specifications, and the proposed methodologies to prepare the final design and to build the works, as well as any other relevant details. The evaluation method of the alternatives shall be set forth in Section III, under “Evaluation and Qualification Criteria”. |
| Bid Prices and Discounts | * 1. Price and discounts quoted by Bidders in the Letter of Bid – Financial Part, and in the Priced List of Activities (and in the Daywork Schedule, if required), shall be adjusted to the requirements detailed below. |
|  | * 1. The Bidder shall submit a Bid for the whole of the Works described in BDS 1.1 on a “single-responsibility” in a lump-sum basis for the Design and Build of the Works committing the Bidder to execute the design and works in their entirety on a perfect manner and for the intended purpose. For the above purpose, Bidder must enter prices for all activities as set forth in Section V, “Bidding Forms”.   2. In the case of incidental or minor works, the Employer may issue a variation to be executed on the basis of daywork if so specified **in the BDS.** If a Daywork requirement is included in the Employer Requirements, then the Bidding Forms must also include nominal quantities regarding the items most probably used. The Bidder shall include rates and prices for all the Works items described in the list of the pertinent Forms. The cost of any item omitted by the Bidder shall be considered included in the Price of other items under the Lists of Activities and Sub-Activities and shall not be paid separately by the Employer. |
|  | * 1. The price to be quoted in the Letter of Bid - Financial Part in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. |
|  | * 1. The Bidder shall quote any discounts separately and shall specify the methodology for their application in the Letter of Bid-Financial Part, in accordance with ITB 12.1. |
|  | * 1. Unless otherwise established **in the BDS** and in the contract Conditions, all prices quoted by Bidder are fixed. According to provisions included in the contract Conditions, should prices be subject to adjustments during the Contract implementation, the Bidder shall enter the index rates and weight ratios of price adjustments formula within the Data Adjustment Table, in Section V, “Bidding Forms”. The Employer may request the Bidder to justify the proposed index rates and weight ratios.   2. If specified in ITB 1.1, bids shall be submitted in individual lots (contracts) or for any combination of lots (packages) Bidders wishing to offer discounts for the award of more than one lot, shall include those price discounts in their Bid and is applicable to each package or, as an alternative, applicable to each lot within the package. Discounts are to be submitted according to provisions in ITB 14.5, provided the Bids for all lots (contracts) are opened simultaneously.   3. 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 prices and the total Bid Price submitted by the Bidder. |
|  | * 1. If the Employer requires **in the BDS** and provide the Forms, or specifies, in the Employer Requirements, the requirement for the Bidder to submit unit prices for parts of the Works, the Bidder shall indicate in the Bid – Financial Part, prices and quantities as estimates which shall neither limit the Contractor’s obligation to implement the entire project on a lump sum basis nor grant any rights to claim additional payments for omitted items or for quantities executed exceeding the quantities specified in the designs, technical specifications and schedules therein.   2. Except in the cases where part of the Work are to be actually executed by ad-measurement and unit prices, any reference in the bidding document to quantities of works and unit prices have the sole purpose of facilitating the preparation of the Bid and the subsequent administration of the contract. In case of an inconsistency between the total resulting from multiplying the such quantities by the unit prices and the lump-sum price quoted by the Bidder in its Bid - Financial Part, the latter shall prevail. In this case, the unit prices shall be corrected in the necessary proportion to reach the lump sum price as quoted by the Bidder.   3. If applicable, the prices quoted for operation and maintenance services shall be made in accordance with the Form in Section V, using monthly lump sums clearly separated from the lump sum for the Design and Build of the Works. |
| Currencies of Bid and Payment | * 1. The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be asspecified **in the BDS.** |
|  | * 1. Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their foreign currency requirements, and to substantiate that the amount is included in the total sum, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders. |
| Documents Comprising the Technical Bid | * 1. The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section V, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the work’s requirements and the completion time.   2. If specified **in the BDS,** the Operation and Maintenance services must be provided by the Contractor during the period indicated **in the BDS.** In such a case, the Bidder shall describe in the Bid – Technical Part the strategy to provide the operation and maintenance services during the specified period. |
| Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. In order to demonstrate continuing compliance with the criteria applied at the time of prequalification and according Section III, Evaluation and Qualification Criteria, Bidders shall provide updated information of the aspects that changed since that time.   2. Any change in a Bidder structure or ownership after prequalification and after receiving an invitation to submit a Bid (inclusive in the case of a JVCA, any change in the structure or ownership of one of its members) shall be subject to an approval in writing by the Employer before the deadline to submit Bids. That approval shall not be granted if (i) a Bidder has the intent to associate with a disqualified Bidder or, in case of a disqualified temporary association, with any one of its members; (ii) as a result of a change a Bidder would no longer substantially meet the qualification criteria, or (iii) in the opinion of the Employer, the change would cause a substantial loss of competition. Any of the afore-mentioned changes shall be conveyed to Employer no later than fourteen (14) days after the invitation to bid sent to prequalified Bidders. |
| Period of Validity of Bids | * 1. Bids shall remain valid for the Bid Validity period specified **in the** **BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive. |
|  | * 1. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (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 18.3. |
|  | * 1. If the award is delayed for more than fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined in the following manner: |
|  | 1. in case of **fixed price contracts**, the contract price shall be the one stated in the Bid, adjusted by a factor specified in the BDS. 2. in case of **adjustable price contracts,** no adjustments shall be made. 3. in any case, bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above. |
| Bid Security | * 1. The Bidder shall furnish as part of its Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security asspecified **in the BDS**, in original form and, in the case of a Bid security, in the amount and currency specified in the BDS. |
|  | * 1. A Bid-Securing Declaration shall use the form included in Section V, Bidding Forms. |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1*,* the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder’s option, from a reputable source, and an eligible country:  1. an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company); 2. an irrevocable letter of credit; 3. a cashier’s or certified check; or 4. another security specified **in the BDS,**   if an unconditional guarantee is issued by a non-bank financial institution located outside the Employer’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section V, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2. |
|  | * 1. If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive. |
|  | * 1. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security pursuant to ITB 47. |
|  | * 1. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security. |
|  | * 1. The Bid Security may be forfeited, or the Declaration of Bid Security executed:  1. if a Bidder withdraws the Bid during the Period of Bid Validity as specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid – Financial Part, or during any extended time provided by the Bidder; or 2. if the successful Bidder fails to:  sign the Contract according to ITB 46; orfurnish a Performance security, according to ITB 47. |
|  | * 1. The Bid Security or the Bid-Securing Declaration of a JVCAshall be in the name of the JVCAthat submits the Bid. If the JVCAhas 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 members as named in the letter of intent mentioned in ITB 11.5. |
|  | * 1. If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and  1. if a Bidder withdraws the Bid during the Validity Period specified in the Letter of Bid, or 2. if the selected Bidder does not sign the Contract as agreed in ITB 46 or does not provide a Performance Security as expressed in the ITB 47 provision,   the Borrower 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**. |
| Format and Signing of Bid | * 1. The Bidder shall prepare the Bid in accordance with this instruction and with ITB 11 and 21. |
|  | * 1. Bidders shall mark as “Confidential” information in their Bids which is confidential to their business, for example, proprietary information, trade secrets or commercial or financially sensitive information. |
|  | * 1. The Bid original and all copies must be typed or written with indelible ink and shall be signed by the person duly authorized, on behalf of the Bidder. This authorization must include a written confirmation as is specified **in the** **BDS** and shall be attached to the Bid**.** The name and position of each person signing the authorization must be in block letters or printed below their signature. All pages containing notes or amendments must be signed or initialed by the person signing the Bid. |
|  | * 1. In case the Bidder is a JVCA, the Bid shall be signed by an authorized representative of the JVCA on behalf of the JVCA, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.   2. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. |
| 1. Submission of Bids | |
| Sealing and Identification of Bids | * 1. The Bidder must submit the Bid in two separate envelopes (Technical Part and Financial Part). These two envelopes shall be placed inside an outer envelope sealed and labeled “Original Bid”.   2. In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Financial Part”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “Bid Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “Alternative Bid – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Bid – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Bid – Original”, the copies of the alternative Bid shall be placed in separate sealed envelopes marked “Alternative Bid – Copies Of Technical Part”, and “Alternative Bid – Copies Of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Bid - Copies”.   3. The envelopes marked “Original Bid” and “Bid copies” (and, if applicable, a third envelope marked “Alternative bid”) shall be enclosed in a separate and sealed outer envelope for submission to the Employer. |
|  | * 1. All inner and outer envelopes, shall:      1. bear the name and address of Bidder;      2. be addressed to the Employer as described in ITB 22.1;      3. bear the specific identification of this bidding process indicated in ITB 1.1; and      4. bear a warning not to open before the time and date for Bid opening. The envelopes containing the original and the copies of the Bid – Financial Part shall be labeled and read: “DO NOT OPEN WITH THE BID – TECHNICAL PART OR BEFORE THE TECHNICAL EVALUATION IS COMPLETE”. |
|  | * 1. If all envelopes are not sealed and marked as required, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid. |
| Deadline for Submission of bids | * 1. Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS. |
|  | * 1. The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 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. |
| Withdrawal, Substitution and Modification of Bids | * 1. A Bidder may withdraw, substitute or amend a submitted Bid in a written communication, duly signed by an authorized representative; must include a copy of the authorization as is stipulated in 20.3 (with the exception of a withdrawal communication which does not require copies). The substitute Bid or the amendment must be attached to the corresponding communication in writing. All notices must be:   (a) prepared and submitted in accordance with ITB 20 and 21 except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal”, "Substitute” or “Modification”, and  (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22. |
|  | * 1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders. |
|  | * 1. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. |
| 1. Public Opening of the Technical Parts of Bids | |
| Public Opening of Technical Parts of Bids | * 1. Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders` designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS**.** |
|  | * 1. First, the written notice of withdrawal in the 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 authorization to request the withdrawal and is read out at Bid opening.   2. 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 authorization to request the substitution and is read out at Bid opening..   3. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. |
|  | * 1. Next, all other envelopes marked “Technical Part” shall be opened one at a time. All envelopes marked “Second Envelope: Financial Part” shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part parts of the Bids. On opening the envelopes marked “Technical Part” the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.   2. Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked “Second Envelope: Financial Part” are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.   3. At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).   4. The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:      1. the name of the Bidder and whether there is a withdrawal, substitution, or modification;      2. the receipt of envelopes marked “Second Envelope: Financial Part”;      3. the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and      4. if applicable, any Alternative Bid – Technical Part   5. 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. |
| 1. Evaluation of Bids - General Provisions | |
| Confidentiality | * 1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on the Award the Contract is transmitted to all Bidders in accordance with ITB 45.2. |
|  | * 1. Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid. |
|  | * 1. Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing. |
| Clarification of Bids | * 1. To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid given a reasonable time for a 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, including any voluntary increase or decrease 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 36. |
|  | * 1. If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, its Bid may be rejected. |
| Deviations, Reservations and Omissions | * 1. During the evaluation of Bids, the following definitions apply:  1. “*Deviation*” is a departure from the requirements specified in the bidding document; 2. “*Reservation*” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and 3. “*Omission*” is the failure to submit part or all of the information or documentation required in the bidding document. |
| Nonmaterial Nonconformities | * 1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that is not a significant 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 nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
| 1. Evaluation of Technical Parts of Bids | |
| Evaluation of Technical Parts | * 1. In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted   2. **The BDS** specifies whether or not a technical evaluation shall be made with a score and weighting factors, in accordance with the methodology specified in Section III, “Evaluation and Qualification Criteria”. |
| Determination of Responsiveness | * 1. The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.   2. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:      1. if accepted, would:  affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or,limit in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the Contract; or,  * + 1. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. |
|  | * 1. The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works’ Requirements have been met without any material deviation, reservation or omission. |
|  | * 1. If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| Qualification of the Bidder | * 1. The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts continue to be eligible and continue to meet the qualification requirements. |
|  | * 1. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. |
|  | * 1. An affirmative decision shall be a prerequisite for award of the Contract to the Bidder. A negative decision shall result in a rejection of the Bid.   2. Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have their envelopes marked “Second Envelope: Financial Part” opened at the second public opening. |
| Subcontractors | * 1. Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.   2. Bidders may propose subcontracting up to the percentage of total value of contracts as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works. |
| 1. Public Opening of the Financial Part of Bids | |
| Public Opening of Financial Parts | * 1. Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:      1. the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;      2. their envelopes marked “Second Envelope: Financial Part” shall be returned to them unopened after the completion of the selection process and the signing of the Contract; and      3. notify them of the date, time and location of the public opening of the envelopes marked “Second Envelope: Financial Part”.   2. The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:      1. their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;      2. their envelope marked “Second Envelope: Financial Part” shall be opened at the public opening of the Financial Parts; and      3. notify them of the date, time and location of the second public opening of the envelopes marked “Second Envelope: Financial Part” as specified **in the BDS**   3. The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.   4. At this public opening the Financial Parts shall be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose bids were evaluated as substantially responsive shall have their envelopes marked “Second Envelope: Financial Part” opened at the second public opening. Each of these envelopes marked “Second Envelope: Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.   5. Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.   6. The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “Second Envelope: Financial Part”.   7. The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:  1. the name of the Bidder whose Financial Part was opened; 2. the Bid price, per lot (contract) if applicable, including any discounts; and 3. if applicable, any Alternative Bid – Financial Part    1. The Bidders whose envelopes marked “Second Envelope: Financial Part” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. |
| 1. Evaluation of Financial Parts of Bids | |
| Evaluation of Financial Parts | * 1. To evaluate the Financial Part, the Employer shall consider the following:  1. the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Activities Schedule; 2. price adjustment for correction of arithmetic errors in accordance with ITB 36.1; 3. price adjustment due to discounts offered in accordance with ITB 14.4; 4. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37; and 5. the additional evaluation factors as shown in Section III, “Evaluation and Qualification Criteria”.    1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.    2. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria. |
| Correction of Arithmetical Errors | * 1. In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:  1. **Sub-Activity List with Prices**: should there be errors between the total quantities seen in the column for Sub-Activity Price and the amount shown in the Sub-activity total, the first one shall prevail, and consequently, the latter shall be corrected; 2. **Activity List with Prices**: should there be errors between the total prices shown in the column for Activity Price and the amount shown under Activities total Price, the first one shall prevail, and as a result, this one shall be corrected; and, should there be an error between the total quantities in the Sub-Activity List with Prices and the matching amount in the Activity with Prices Schedule, the first one shall prevail and consequently, the second one shall be corrected; 3. **Overall/Global Summary**: In the event of errors between the total activities price shown in the activities calendar with prices, and the amount indicated in the Price Summary, the first one shall prevail and consequently, this one shall be corrected; and 4. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) to (c) above. |
|  | * 1. Before a combined technical and financial evaluation takes place according to ITB 27.1, Bidders shall be asked to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid. |
| Conversion to a Single Currency | * 1. For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as specified **in the BDS.** |
| Margin of Preference | * 1. A margin of preference for domestic Bidders shall not apply. |
| Comparison of the Financial Parts | * 1. The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost. |
| Abnormally Low Bids | * 1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears 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. |
|  | * 1. In the event of identification of a potentially Abnormally low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. |
|  | * 1. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Bid. |
| 1. Combined Evaluation of the Technical and Financial Bids | |
| Combined Technical and Financial Evaluation when applicable | * 1. Where according to BDS ITB 30.2 the technical evaluation shall be carried out using scores and weighting factors, the Employer evaluation of bids must take into account technical factors, in addition to cost factors in accordance with Section III, Qualification Evaluation Criteria. The weight assigned to factors and costs is set forth **in the BDS**. The Employer shall classify the Bids based on the scores of the evaluated Bid.   2. When according to BDS ITB 30.2, the technical evaluation with scores shall only determine whether the Technical Bid reaches an acceptable minimum score, then the combined evaluation does not apply. |
| Most Advantageous Bid | * 1. Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid, which is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:      1. substantially responsive to the bidding document; and      * + 1. has the highest combined score when according to **BDS ITB 30.2,** where scores and weight factors shall be used in the technical and financial evaluation; or     2. has the lowest evaluated cost as stated in **BDS ITB 30.2** where *no* scores and weight factors shall be used in the evaluation. |
| Employer’s Right to Accept any Bid and to Reject Any 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. Award of Contract | |
| Award Criteria | * 1. Subject to ITB 42.1 the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 41. |
| Notification of Award | * 1. Prior to the expiration of the Bid Validity Period or any extension thereof, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer shall pay the Contractor in consideration of the execution of the contract (hereinafter, and in the Conditions of Contract and Contract Forms, called “the Contract Price”).   2. The Notification of Award shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s country, or in the official gazette. The Notification of Award shall include the Beneficial Ownership Disclosure Form of the successful Bidder if so required in DDL ITB 46.1. The Employer shall also publish the contract award notice in UNDB online. |
|  | * 1. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. |
| Signing of Contract | * 1. The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified **in the BDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request. |
|  | * 1. The successful Bidder must sign, date and return the Agreement to the Employer within twenty-eight (28) days following its receipt. |
| Performance Security | * 1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental, Social, Health and Safety Performance Security in accordance with the General Conditions of Contract, using for that purpose the Performance Security and ESHS Performance Security Forms 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, unless the Employer has agreed in writing that a correspondent financial institution is not required. |
|  | * 1. Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid. |

Section II. Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB).

Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

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

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]*

|  |  |
| --- | --- |
| **A. General** | |
| **ITB 1.1** | Bid reference number is: ***[indicate the bidding process reference number]***  The Employer is: ***[insert name of the Employer]***  The name of the bidding is: ***[insert name of the bidding process]***  Operation and Maintenance of the Works ***[insert "is" or "is not"]*** *\_\_\_\_*a contract requirement. |
| **ITB 1.1** | The number and identification of lots (contracts) comprising this bidding process is: ***[insert number and identification of lots (contracts)]*** \_\_\_\_\_. |
| **ITB 1.2 (a)** | The Employer ***[shall] or [shall not*]** use an electronic procurement system if specified in BDS ITB 1.3 |
| **ITB 1.3** | ***[Delete if not applicable pursuant to BDS ITB 1.2 (a)]***  **Electronic procurement system**  The Employer shall use the following electronic-procurement system in this bidding process:  **[*indicate the name of the electronic system and the URL address or link*]**  The electronic procurement system shall be used to manage the following aspects of the bidding process:  ***[list aspects here and modify the relevant parts of the BDS accordingly e.g., issuing bidding document, submissions of Bids, opening of Bids]*** |
| **ITB 2.1** | The Borrower is: \_\_\_\_\_\_\_\_\_\_\_ ***[insert name of the Borrower and statement of relationship with the Employer, if different from the Borrower. This insertion should correspond to the information provided in the RFB]***  Loan Agreement Amount or Financing:  ***[insert equivalent in USD]*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The Project name is: ***[insert Project name ] Design and Build of*** |
| **ITB 4.3** | The Bank's website *(www.iadb.org/integrity)* provides information on sanctioned firms and persons. |
| **ITB 4.4** | ***[Delete if not applicable or if it was already a requirement of the Prequalification]***  *There* ***[“is” or “is no”]*** *limit on the number of members in a JVCA: \_\_\_\_* |
| **B. Contents of Bidding Document** | |
| **ITB 6.2** | **[*Delete if not applicable*]**  Documents, drawings, calculations, basic studies and other materials related to the project made available for consultation by the Employer to potential Contractors in the ***Data Room*** are not part of the bidding document. Details about the location of the *Data Room* and other regulations regarding the content and use of the ***Data Room*** are available in **Appendix to the Bid Data Sheet.** |
| **ITB 7.1** | For **clarification of Bid purposes** only, the Employer’s address is:  ***[insert the corresponding information as required below. This address may be the same as or different from that specified under ITB 22.1 for Bid submission]***  Attention: \_\_\_\_\_\_\_\_ *[****if applicable, indicate full name of person****]*  Address: \_\_\_\_\_\_\_ *[* ***insert Street and Number****]*  Floor Number/office*: [****if applicable, insert floor number and room number]***  City: *\_\_\_\_\_\_\_\_ [****insert city or village name****]*  Zip Code: *\_\_\_\_\_\_\_\_\_ [****if applicable, insert ZIP Code]***  Country: \_\_\_\_\_\_\_\_\_ *[****insert country name****]*  Telephone: \_\_\_\_\_\_\_\_ *[****insert telephone number, including country and city codes****]*  Facsimile number: \_\_\_\_\_\_\_ *[****insert fax number, including country and city codes****]*  E-mail address: \_\_\_\_\_\_\_ *[****if applicable, insert e-mail address****]* |
| **ITB 7.1** | Requests for clarification should be received by the Employer no later than: \_\_\_\_\_\_\_\_\_ ***[insert no. of days].***  Web page: ***[in case used, identify the website with free access where bidding process information is published****]* \_\_\_\_\_\_\_\_\_\_ |
| **ITB 7.4** | A meeting prior to the bidding [***“shall place” or “shall not take place”***] \_\_\_\_\_\_\_\_\_\_\_\_ [on the following date, time and place:]  Date: \_\_\_\_\_\_ ***[insert date]***  Time: \_\_\_\_\_\_ ***[insert time]***  Place: \_\_\_\_\_\_ ***[insert address]***  A site visit conducted by the Employer ***[insert “shall be” or “shall not be”]*** organized [in the following time and date:  Date: : \_\_\_\_\_\_ ***[insert date]***  Time: \_\_\_\_\_\_\_ ***[insert time]***  Person who shall be guiding the visit on behalf of Employer: ***[insert name]***\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITB 7.6** | The minutes of the previous meeting shall be available in the webpage: ***[if used, identify the website where the minutes of the pre-bid meeting are published]: \_\_\_\_\_\_\_\_\_\_\_\_*** |
| **C. Preparation of Bids** | |
| ITB 10.1 | Bidding Language is: ***[indicate “English”, “Spanish”, “Portuguese”, or “French”]****.*  All correspondence shall be exchanged in \_\_\_\_\_\_\_\_\_\_\_\_ ***[insert the language]***.  The language used to translate supporting documents and all printed matters included in the Bid is \_\_\_\_\_\_\_\_\_ ***[insert a language]****.* |
| **ITB 11.2 (h)** | In the Bid- Technical Part, the Bidder shall submit the following additional documents in its Bid: ***[list any additional document not already listed in ITB 11 that must be submitted with the Bid.***  ***The list of additional documents should include the following:]***  **Code of Conduct (ESHS)**  The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. *[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works’ Requirements, e.g. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior and crime, and* maintaining *a safe environment etc.]*  In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.  The Contractor shall be required to implement the agreed Code of Conduct.  **Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks**  The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.  ***[Note:*** *insert name of plan and specific risk/s];*   * [*e.g. Traffic Management Plan to ensure safety of local communities from construction traffic*]; * [*e.g. Water Resource Protection Plan to prevent contamination of drinking water*]; * [*e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts*]; * [*e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];* * *[e.g. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan].*   The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP) that includes the agreed Management Strategies and Implementation Plans described here.  *[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VII as advised by Environmental/Social specialist/s. The key risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.]* |
| **ITB 11.3 (b)** | The following forms shall be submitted with the Bid:  ***[indicate the forms that shall be submitted with the Bid, including the List of Activities]***  ***[Delete if not applicable: Operation and Maintenance prices are "required" or "not required [for a period of \_\_\_\_\_\_\_ [indicate number of years]]*** |
| **ITB 11.3 (d)** | In the Bid – Financial Part, Bidder shall submit the following additional documents: ***[insert the additional documents that the Bidder shall submit with the Bid and not already listed in ITB 11.3]*.** |
| **ITB 13.1** | ***[Insert “It shall be allowed” or “It shall not be allowed”]*** to submit Alternative Bids.  ***[If alternatives shall be considered, the methodology shall be defined in Section III, “Evaluation and Qualification Criteria”. See Section III for further details]*** |
| **ITB 13.2** | Alternative times to complete Works ***[insert “shall be allowed” or “shall not be allowed”]***.  ***[If alternative time for completion are permitted, the evaluation method shall be defined in Section III, “Evaluation and Qualification Criteria”].*** |
| **ITB 14.3** | The Employer ***[indicate “intends” or “does not intend”]***the execution of incidentalor minor works on a daywork basis. In the event that daywork is required, the Bidder must quote nominal quantities as specified in section V., Bidding Forms. |
| **ITB 14.6** | Prices quoted by Bidder \_\_\_\_\_\_\_\_\_\_ ***[indicate “shall” or “shall not be”]*** subject to adjustments during the performance of the Contract. |
| **ITB 14.9** | ***[Indicate “Exist” or “Does not exist” ]*** \_\_\_\_\_ parts of Works for which unit Price submission is required as well as bill of quantities in accordance with Section V, “Bidding Forms” or Section VI, “Employer Requirements.” |
| **ITB 15.1** | The price shall be quoted by the Bidder in: ***[insert the local currency] \_\_\_\_\_\_***  A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as the “foreign currency requirements”) and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the Bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section V, “Bidding Forms.” |
| **ITB 16.2** | Operation and Maintenance services\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert “are required” or “are not required ].***  If required, the Operation and Maintenance (O&M) period for the Works is: \_\_\_\_\_\_\_\_\_ ***[insert the number of years]*** years. |
| **ITB 18.1** | The Bid validity period shall be ***[insert a number of days that is a multiple of seven counting as of the deadline for Bid submission]*** \_\_\_\_\_\_\_\_\_days. |
| **ITB 18.3 (a)** | The factor is \_\_\_\_\_ ***[insert %]*** annual accrual (or monthly \_\_\_\_\_\_\_ ***[insert %]*** for national currency Bids and is \_\_\_\_\_\_\_\_***[insert %]*** annual accrual for parts quoted in foreign currency.  ***[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]*** |
| **ITB 19.1** | ***[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]***  ***[Note: using this Two-envelope bidding process requires placing the Bid Security in the first envelope – Technical Part: this is only possible if the amount of the Bid Security is a fixed amount for all participant Bidders]***  A Bid Security***[insert “shall be” or “shall not be”*]** \_\_\_\_\_\_\_\_ required.  A Bid-Securing Declaration **[*insert “shall be” or “shall not be*”]** \_\_\_\_\_\_\_\_\_\_\_required.  If a Bid Security shall be required, the amount and currency of the Bid Security shall be:  **[*If a Bid Security is required, insert amount and currency of the Bid*** *S****ecurity. Otherwise, insert “Not Applicable”.]******[In case of lots, please insert amount and currency of the Bid Security for each lot]***  ***Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Employer shall determine for which lot or lots the Bid Security amount shall be applied.]*** |
| **ITB 19.3 (d)** | Other types of acceptable securities:    ***[Insert names of other acceptable securities. Insert “None” if no Bid security is required under provision ITB 19.1 or if Bid Security is required but no other forms of Bid securities besides those listed in ITB 19.3 (a) through (c) are acceptable*.]** |
| **ITB 19.9** | ***[Delete if not applicable: 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 to be awarded a contract for a period of time should the Bidder perform any of the actions mentioned in provision ITB 19.9 (a) and (b). Otherwise omit.]***  If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower shall declare the Bidder ineligible to be awarded contracts by the Employer for a period of ***[insert number of years]***\_\_\_\_\_ years. |
| **ITB 20.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: ***[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid] \_\_\_\_\_\_\_\_\_\_\_\_\_\_*** |
| **D. Submission of Bids** | |
| **ITB 21.2** | In addition to the original of the Bid, the number of copies are**: *[indicate the number of copies] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*** |
| **ITB 22.1** | For **Bid submission purposes** only, the Employer’s address is: ***[This address may be the same as or different from that specified under provision ITB 7.1 for clarifications]***  Attention: \_\_\_\_\_\_\_ ***[insert full name of person, if applicable]***  Street Address: \_\_\_\_\_\_\_ *[****insert street address and number****]*  Floor/ Room number: \_\_\_\_\_\_\_ *[****insert floor and room number, if applicable****]*  City: \_\_\_\_\_\_\_\_\_ *[****insert name of city or town****]*  ZIP/Postal Code: *\_\_\_\_\_\_\_\_\_ [****insert postal (ZIP) code, if applicable***  Country: \_\_\_\_\_\_\_ *[****insert name of country****]*  ***[The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least six (6) weeks, unless otherwise agreed with the Bank]***  The deadline for Bid submission is:  Date: **\_\_\_\_\_\_\_\_\_ *[insert day, month, and year, e.g. December 19, 2017]***  Time: \_\_\_\_\_\_\_\_\_ *[****insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.****]*  ***[The date and time should be the same as those provided in the Specific Procurement Notice – Request for Bids, unless subsequently amended pursuant to ITB 22.2]***  Bidders **[*insert “shall” or “shall not”*]** have the option of submitting their Bids electronically.  **[*The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***  The electronic bidding submission procedures shall be: ***[insert a description of the electronic bidding submission procedures.]*** |
|  |
| **E. Public Opening of Technical Parts of Bids** | |
| **ITB 25.1** | The Bid opening shall take place at:  Street Address: \_\_\_\_\_\_\_\_ *[****insert street address and numbe****r]*  Floor/ Room number: \_\_\_\_\_\_\_\_ *[****insert floor and room number, if applicable****]*  City: \_\_\_\_\_\_\_ *[****insert name of city or town****]*  Country*: \_\_\_\_\_\_\_\_\_* ***[insert name of country]***  Date: **\_\_\_\_\_\_\_\_ *[insert day, month, and year, e.g. December 19, 2017]***  Time: \_\_\_\_\_\_\_\_ *[****insert time in 24h format, e.g. 16:30 a.m.****]* ***[Date and time should be the same as those given for the deadline for submission of Bids ITB 22]*** |
| **ITB 25.1** | ***[The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***  The electronic Bid opening procedures shall be: ***\_\_\_\_\_\_\_ insert a description of the electronic Bid opening procedures.]*** |
| **ITB 25.6** | The Letter of Bid – Technical Part and the sealed envelope marked “Second Envelope: Financial Part” shallbe initialed by \_\_\_\_\_\_\_ ***[insert number]*** representatives of the Employer conducting Bid opening*. \_\_\_\_\_\_\_\_\_\_* ***[Insert procedure: Example: Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.]*** |
| **F. Evaluation of Bids. General Provisions** | |
| **G. Evaluation of Bids - Technical Parts** | |
| **ITB 30.2** | The evaluation \_\_\_\_\_\_\_***[insert "includes" or "does not include"]*** a combined evaluation with scores and weight factors for technical and financial aspects of the Bid.  If a combined evaluation with technical and financial scores shall apply, the applicable methodology is detailed Section III, “Evaluation and Qualification Criteria.” |
| **ITB 33.1** | At this time the Employer ***\_\_\_\_\_\_\_\_\_\_\_\_\_ [indicate “yes” or “no”]***has decided to execute some of the specific Works parts by subcontractors selected in advance.  ***[Note: In the event a Contractor has been selected by the Employer to design / execute some part of the Works, indicate which part and if already known, the name of the Contractor. Otherwise, delete this paragraph.***  *[The Works part for which there already is a designated Contractor is: \_\_\_\_\_\_\_\_[describe in detail the part of the Works]*  *The designated subcontractor name is: \_\_\_\_\_\_\_\_\_\_\_\_* ***[indicate name of subcontractor]****]* |
| **ITB 33.2** | Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: *\_\_\_\_\_\_\_% of the total contract amount or \_\_\_\_\_\_\_% of the volume of work\_\_\_\_\_\_\_\_\_\_\_\_\_.*  Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. |
| **H. Public Opening of Financial Parts** | |
| **ITB 34.2 (c)** | Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify all Bidders of the location, date and time of the public opening of Financial Parts.  ***[In addition to the above the Employer shall include one or both of the following two options]***  *[Option 1, if available]* The Employer shall publish a notice of the public opening of the Financial Parts on its website.  *[Option 2]* Any interested party who wishes to attend this public opening may contact ***[insert name and contact details for responsible officer]*** and request to be notified of the location, date and time of the public opening of Financial Parts. The request should be made before the deadline for submission of Bids, stated above. |

|  |  |
| --- | --- |
| **ITB 34.5** | The Letter of Bid – Financial Part and Schedules shallbe initialed by \_\_\_\_\_\_\_ ***[insert number]*** representatives of the Employer conducting Bid opening*. \_\_\_\_\_\_\_\_\_\_* ***[Insert procedure: Example: Each Financial Part of Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.]*** |
| **I. Evaluation of Bids - Financial Parts** | |
| **ITB 37.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is:  ***[insert the name of the currency]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  The source of exchange rate shall be: ***[Insert name of the source of exchange rates (e.g., the Central Bank in the Employer’s Country).]***  The date for the exchange rate shall be*:* ***[insert day, month and year, e.g. December 19, 2017 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of Bid validity period].*** |
| **J. Combined Technical and Financial Bids Evaluation** | |
| **ITB 41.1** | When **BDS ITB 30.2** states that scores shall be used for the technical evaluation, then the technical score weight *W is* ***\_\_\_\_\_\_\_ [insert percentage, generally 20%]***; the financial scoring weight *X* is \_***\_\_\_\_\_\_[insert percentage, generally 80 %]***  In case scores are not used for the technical evaluation, then the score for the technical aspects shall be zero. |
| **ITB 46.1** | The successful Bidder **[*shall] or [shall not]*** submit the Beneficial Ownership Disclosure Form. |

|  |  |
| --- | --- |
| **ITB 47.1** | ***[Delete if not applicable: The following provision shall be included and the requested information only if a Performance Security is required for environmental, social, health and safety obligations (ESHS) as provided in ITB 47.1]***  The Employer requests a Performance Guarantee for obligations of Environmental, Social, Health and Safety (ESHS) aspects in a percentage of \_\_\_\_\_\_\_\_ ***[insert a percentage of the Bid Amount]*** |
| **K. Award of Contract** | |
| **Appendix to Bid Data Sheet: Data Room** | |
| ***[Delete if there is no Data Room]***  The following are the regulations, provisions and descriptions related to the use and content of the Data Room made available by the Employer to prequalified Bidders in accordance with the attached Protocol.  Location: ***[insert]*** \_\_\_\_\_\_  E-mail and telephone for appointments and reservations to use the Data Room  Schedule for visits: \_\_\_\_\_\_\_\_\_\_***[insert]***  Available Services: ***[insert photocopies, magnetic recordings, computers, etc.]***  Maximum number of persons per Bidder that may attend: ***[insert the number of individuals visiting simultaneously]****\_\_\_\_\_\_\_\_\_*  List of available documents and materials: \_\_\_\_\_\_\_\_\_ ***[insert list]***  Name of Data Room Supervisor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Supervisor’s e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

APPENDIX: EXAMPLE OF DATA ROOM PROTOCOL

*[Note to Employer: Replace this Data Room Protocol example with the appropriate text and instructions for each case. If there is no Data Room, delete the complete Appendix in this sub-section]*

**Data Room**

The Data Room is the ensemble of physical and/or virtual information made available to Bidders about the Project that aims to facilitate the studies, analysis and research of the prequalified Bidders for the purposes of preparing their bids.

In case any difficulty or inconvenience arises in the consultation of the Data Room, the prequalified Bidder must inform the Employer immediately.

**Information in the Data Room**

The information contained in the Data Room is provided for informational purposes only. In no case is it intended that the information and documentation included in the Data Room replace the analyzes and studies that prequalified bidders must carry out to submit Bids or the studies and designs that the selected Contractor must do subsequently.

**Bid Preparation**

Each of the prequalified bidders must carry out the assessments and analyzes they require for the preparation and presentation of their respective bids.

**A.  GENERAL PROVISIONS**

**Definitions** The expressions used in this protocol shall correspond in their meaning to those contained in the bidding document.

**No Changes in Pre-qualification Requirements** The Data Room consultation phase is not part of the Bidding Document and is subject to instructions of this Protocol. This protocol cannot be construed as a modification of the bidding document contents or the results of the Pre-qualification. Therefore, this document does not include any grounds for rejection of future bids submitted by the prequalified bidders in the bidding process. Prequalified Bidders shall be able to submit bids irrespective of their interaction with this Protocol and the Data Room.

**Bidding Process**. The consultation of the Data Room is not part of the bidding process. The bidding process is an act performed by the Employer under the terms and conditions of the Instructions to Bidders (ITB) and other conditions of the bidding document. The information provided by the Employer in the Data Room is for general information of the prequalified bidders about the project and the works to be designed and executed. Unless the Employer has made representation of veracity and sufficiency on the information or part of the information, it is a risk of the Bidder to trust or not said information. The Contractor is then responsible for interpreting the information provided by the Employer in the Data Room and shall modify it or not at its discretion in order to reach the Employer's Requirements, the works and their objectives.

**B. OBJECTIVE AND SCOPE OF DATA ROOM**

**Objective of Data Room Consultation**

Data Room consultation aims to offer pre-qualified Bidders technical information about the project to enable them to improve their participation, and eventually, in the execution of the project without prejudice to the assignment of the risks foreseen in the respective risk matrix.

**Scope of Data Room Consultation**

Any evidence, clarification or statement, expressed orally or in writing by any means to the Employer by one or several prequalified Bidders or any of its employees, representatives, advisors or any intervening in the consultation of the Data Room, shall not be construed whatsoever as an element included in the Bid - Technical Part.

The bids presented by the Bidders shall be exclusively integrated by the content submitted by the Prequalified Bidders in their Bids - Technical Part and Financial Part, in the terms defined in the bidding document.

**C. ACTIVITIES COMPRISING THE DATA ROOM**

**Communication with the Bidders**

For purposes of orderly consultation in the Data Room communications originated by the Employer, shall be addressed to the Bidder representative registered for that purpose, to the e-mail address provided by the Representative.

**Data availability**

This protocol and the bidding document are made available to Bidders from the dates that the Employer shall inform in the Bid Data Sheet (BDS).

**Meetings**

Meetings shall not be held in a privileged or discriminatory manner in relation to any of the prequalified Bidders.

As part of the consultation process of the Data Room, meetings may be held with the participation of up to three representatives of each prequalified Bidder. At the meetings, the prequalified Bidders shall submit in writing doubts and requests for clarification of the documents previously brought to their attention. The Employer shall respond in writing to requests for clarification submitted by the prequalified bidders by email.

Verbal statements made in the course of meetings with the prequalified bidders, the officers and advisors of the Employer or any other participant, do not compromise or represent the official position of the Employer.

Nothing expressed by the officers or advisors of the Employer in the meetings envisaged shall be interpreted as a modification or interpretation criterion of the bidding document.

**Language**

The official language for all meetings shall be English. Verbal or written comments, questions or concerns that are raised in a language other than English shall not be considered.

**Absence of potential Bidders in meetings**

A justified or unjustified absence of any of the Bidders to the consultation meetings releases the entity of any responsibility and rules out any obligation by the Employer to reschedule at a new date.

**Minutes**

During meetings, the Employer shall receive observations of each one of the Bidders and draft minutes recording the events of the meeting.

**Closing Data Room Consultation**

The Employer shall decide the opportunity in which it considers that the Data Room has been sufficiently visited and consulted by the prequalified Bidders and shall announce by email 10 days in advance its decision to suspend the consultations.

**D. DATA ROOM OPERATION**

**Availability of information in the Data Room**

The information contained in the Data Room shall be available until the date limit set by the Employer.

**Consultation**

To consult the Data Room, Bidders shall sign up, using the Form provided by the Employer for that purpose which shall include at least the following:

1. Acceptance that the information queried shall be for information only.
2. The name and identification of individuals who may consult information in the Data Room on behalf of the Bidder.
3. Indicate the e-mail, provide the means to store data to receive information about the consultation process.
4. Certification of the legal representative or agent proving that the visiting individuals acts on behalf of the prequalified Bidder.

**Supervision**

The Data Room shall be under the supervision of the official named in the Appendix to Bid Data Sheet (BDS). Any particular observation or concerns about the manner in which this information shall be inquired may be raised by e-mail to the address indicated by the Employer for that purpose in the Appendix.

**Visit to the Data Room**

Access to the physical Data Room shall be given individually. Access to the physical Data Room shall be performed in shifts of 3 hours as determined by the Supervisor. Three shifts shall be available on a daily basis until at least two (2) rounds of visits per prequalified Bidder are completed. Additional shifts shall be communicated by email to the address indicated in the Form referred to above. The prequalified bidders may make the visits they require, as long as there is availability of shifts in the terms defined by the Supervisor, and provided that it does not interfere with the shift previously assigned to another potential Bidder.

**Inquiries**

Each potential Bidder shall communicate to the supervisor, in advance and by e-mail, the names of the team that shall be consulting information in the Data Room. The team members of each potential Bidder shall not to blemish, alter, change, destroy, damage or mutilate any document, and respect the ruling restrictions with regard to conduct observed in public records or public interest venues.

Members of the team may request magnetic copies of the information available in the Data Room for which they shall supply the respective electronic storage information. Likewise, they may request hard copies and shall pay the fee set by the Employer. The time to produce copies as indicated in this paragraph is the reasonable time necessary to process the request.

When a potential Bidder’s team shift is about to end, the Data Room must be vacated before the last hour expires.

Section III. Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders when qualification in the evaluation of the Technical Part is applied No other factors, methods or criteria shall be used other than those specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB 37.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

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

Preamble

Other factors, methods or criteria shall not be used, in accordance with ITB 30 and ITB 35.1. Bidder shall provide the information requested, using forms included in Section V, Bidding Forms.

The evaluation involves six steps: (a) preliminary review (b) determination whether a pre-qualified Contractor continues complying with the Pre-qualification requirements; (c) technical evaluation with scores; (d) multiple contracts and alternatives evaluation, if applicable; (e) economic part of the evaluation; and (f) combined technical and financial evaluation, when appropriate.

**Evaluation Methodology to determine the Most Advantageous Bid**

The Most Advantageous Bid shall be determined using the following method: ***[choose one of the following options and omit the one that is not applicable]***

**OPTION 1: Methodology when NO combination of technical and financial scores is applied in the evaluation of the Bids:**

The Most Advantageous Bid is the bid which meets the qualifications criteria and whose bid:

* + 1. is substantially responsive to the bidding document, and
    2. has the lowest evaluated cost (in this case, the scores of the technical part is zero).

**OPTION 2: Methodology when the scores given in the evaluation of the Technical Parts of the Bids are combined with the financial score of the evaluation of the Financial Parts of the Bids:**

The Most Advantageous Bid is the bid which meets the qualifications criteria and whose bid:

* + 1. is substantially responsive to the bidding document, and
    2. is the Most Advantageous Bid (that is, the Bid with the highest combined score in the combined technical / price evaluation, when scores are assigned).

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* + - 1. Preliminary Review

The bid evaluation begins with the preliminary review of the bid and the determination whether is responsive to the bidding document’s requirements as stated in ITB 29 and ITB 31.

* + - 1. Qualification Criteria

Prequalified Contractors must be analyzed if they updated the changes in their qualification conditions through the Bidding Forms and if they maintain the appropriate conditions for bidding.

* + - 1. Key Personnel

***[Note: In the following table, state the minimum number of key specialists required to implement the contract considering the nature, scope, complexity and contract risks.]***

The Bidder must demonstrate that it has the personnel for the key positions duly qualified (and in an adequate amount), as described in the table below, to comply with the requirements of the Contract.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section V, Bidding Forms.

The Contractor shall require the consent of the Employer to replace or replace the Key Person (in accordance with the Particular Conditions of the Contract 9.1).

The Bidder must demonstrate that it has staff for key positions in accordance with the following requirements:

**Employer’s Representative and Key Personnel**

| **Item No.** | **Position/specialization** | **Relevant academic qualifications** | **Minimum years of relevant work experience** |
| --- | --- | --- | --- |
| *1* | *[Contractor’s Representative]* | *Expertise level in relevant field.* | *e.g.,10 years working in road projects in similar work environments* |
| ***Key Personnel for Design*** | | | |
| *2.* | *[Design Manager]* |  |  |
| *3.* | *[Manager of Technical Supervision]* |  |  |
| *4.* | *[Environmental Impact, Evaluation Specialist]* |  |  |
| *5.* | *[Social Impact Assessment Specialist]* |  |  |
| *6.* | *[Health and Safety Specialist]* |  |  |
| 7. | *[Biodiversity, air quality, noise, etc. Specialists]* |  |  |
| ***Key Personnel for Construction*** | | | |
| *8.* | *[Construction Manager]* |  |  |
| *9.* | *[Quality control Manager]* |  |  |
| *10.* | *[Environmental Supervisor]* |  |  |
| *11.* | *[Health and Safety Supervisor]* |  |  |
| *12.* | *[Social Specialist]* |  |  |
| *13.* | *[Biodiversity, Air quality, Noise, etc., Specialists]* |  |  |
| *14.* | *Survey and Measurements Manager* |  |  |
| *15.* | ***[Modify/add others as appropriate]*** |  |  |
| ***Key Personnel for Operation and Maintenance) (if applicable)*** | | | |
| 16. | *Operations Manager [if O&M are included in the scope of the contract]* |  |  |
| 17. | *[Environmental Specialist]* |  |  |
| 18. | *[Health and Occupational Safety Specialist ]* |  |  |
| 19. | *[Social Specialist, if applicable]* |  |  |

*[Indicate specialists regarding different types of engineering design who should remain available during execution. In case of health sector, for example, the specialist in biomedical equipment. The Environmental Specialist must have experience in monitoring water quality, effluents, air, noise and vibrations, as relevant to the type of facility in operation]*

The Bidder shall provide detailed information and experience about the personnel proposed in the forms included in Section IV, Bidding Forms.

* + - 1. Equipment

The Bidder shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program as described in Form WP of Section V., Bidding Forms.

The Bidder shall provide details in Form EQU included in Section V. Bidding Forms.

* + - 1. Specialized Subcontractors

If during pre-qualification, Specialized Subcontractors were taken into account, and the Bidder resulted pre-qualified using specific experiences of Expert Subcontractors for some designated parts, such Subcontractors shall be confirmed in the Bid - Technical Part. In case Specialized Subcontractors have been identified, these shall include in their key personnel, as a minimum, an Environmental/Health and Occupational Safety Supervisor.

* + - 1. Multiple Contracts – Qualifications Part *[Delete if they do not apply to lots and multiple contracts]*

If appropriate, this Section shall confirm if pre-qualified Bidders are participating in a lot (contract) or set of multiple lots (contracts) for which were pre-qualified.

* + - 1. Alternative Technical Bids

If allowed under ITB 13.1, the admissibility of technical alternatives shall be determined in the following manner:

……………………………………………………………………………………………………………………………………………………………………………………………………

***[If no separate criteria are established for Alternative Technical Bids, these shall be evaluated on their own merits under same terms and conditions of the basic bids.***

***In such a case, the wording above is replaced with the following text:***

“If allowed under ITB 13.1, alternative technical bids to the conceptual design of the Employer shall be examined technically under the preliminary review and it shall be decided whether they are acceptable or not.

In case the alternative technical solution is acceptable, it shall be evaluated and compared in its own merit in the same terms and conditions of the other Bids responding to the Employer’s conceptual design. If the alternative technical solution is not be acceptable, the Bid shall be disqualified during the preliminary review and shall not be considered during further in the evaluation.”*]*

* + - 1. Technical Evaluation

In accordance with ITB 31, Bids that are responsive to the requirements in the bidding document and pass the preliminary review according to ITB 31 shall undergo a technical review and, if specified in ITB 30.2, shall be assigned a technical score, which shall furthermore determine if the Bidder proceeds or not to the next evaluation phase.

Technical Evaluation Minimum Score

Only the Technical Bids achieving \_***\_\_\_\_\_\_\_\_ [insert percentage, generally 65%]***or more over the maximum score shall be considered in the following evaluation steps/process.

Bids not obtaining the minimum score in the technical evaluation shall be disqualified. Their Bid - Financial Part shall not be opened and shall be returned to the Bidder.

Technical Factors and Weight

The total technical scores assigned to each Bid under the technical evaluation formula shall be determined by weight and by adding scores assigned by an Evaluation Committee to the technical elements of the bid in accordance with the following established criteria. Scores given to each technical factor and sub factors shall be based on:

1. to what extent do proposed Works comply with the Specifications and the Employer’s conceptual design; *[Weight Factor: \_\_\_\_\_\_]*
2. to what extent does the Bid add value in terms of productivity, functionality and/or O&M costs; *[Weight Factor: \_\_\_\_\_\_\_]*
3. As a minimum, the quality of the Bid – Technical Part shall be evaluated in terms of adequacy of the approach and methodology in regard to the following:
4. Design Methodology; *[Sub-factor Weight: \_\_\_\_\_\_\_]*
5. Construction management strategy; *[Sub-factor Weight: \_\_\_\_\_\_\_]*
6. Declaration on methodology for the main construction activities; *[Sub-factor Weight: \_\_\_\_\_\_\_]*
7. Standards of Conduct, if ESHS provisions are applied *[Sub-factor Weight: \_\_\_\_\_\_\_]*
8. Work Program; *[Sub-factor Weight: \_\_\_\_\_\_\_]*
9. Personnel and Organizational chart: *[Sub-factor Weight: \_\_\_\_\_\_\_]*
10. Key personnel Qualifications and resources; *[Sub-factor Weight: \_\_\_\_\_\_\_]*
11. Risks Evaluation; *[Sub-factor Weight: \_\_\_\_\_\_\_] and*
12. Use of key equipment strategy: *[Sub-factor Weight: \_\_\_\_\_\_\_]*
13. *[add other factors if applicable]. [Weighting Factor: \_\_\_\_\_\_\_]*
14. Each technical factor may include sub-factors as indicated in (c) supra.

Methodology of the Technical evaluation

*[Note to the Employer: The Employer shall develop a scoring methodology to be included here]*

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



where:

tji = the technical score for sub-factor "i" in factor "j"

wji = the weight subfactor "i" in factor "j"

k = the number of scored sub-factors in factor "j" and



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



where:

Sj = the Factor Technical Score of "j"

Wj = the weight of Factor "j" as specified in the BDS 41.1

n = number of factors

and



* + - 1. Multiple Contracts – Financial Part

Pursuant to ITB 35.3, if Works are grouped in multiple contracts, evaluation shall be as follows:

**Lots**

Bidders have the option to Bid for any one or more lots. Bids shall be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The contract(s) shall 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 shall be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) shall be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

* + - 1. Works Alternative Technical Bids – Financial Part

In cases where ITB 13.1 allows alternative technical bids, and where these alternatives have been accepted in the Technical Part evaluation, the Bid - Financial Part shall be evaluated as follows:

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

* + - 1. Monetary Evaluation or Economic Evaluation

***[If no economic factors apply, this step shall be deleted, and the bid evaluated price shall be used in the financial evaluation.]***

* + - 1. Other criteria ITB 35.1 (e)

In addition to criteria listed in ITB 35.1 (b) – (e), the following criteria shall apply:

1. **Implementation Plan: *[delete if this is not a factor]***

***Option 1:***

Time to complete the Works from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: \_\_\_\_\_. No credit shall be given for earlier completion.

**Or**

***Option 2:***

Time to complete the Works from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities shall be between \_\_\_\_\_\_\_\_\_\_\_\_ minimum and \_\_\_\_\_\_\_\_\_\_\_\_ maximum. The adjustment rate in the event of completion beyond the minimum period shall be \_\_\_\_\_\_\_ (%) for each week of delay from that minimum period. No credit shall be given for completion earlier than the minimum designated period. Bids offering a completion date beyond the maximum designated period shall be rejected.

1. **Operation and Maintenance costs *[delete if this is not a factor]***

Given that Operation and Maintenance expenses for the Facilities comprise an important part of its life cycle, these expenses shall be evaluated according the principles described as follows, including costs of spare parts during the initial period of operation as described below, and based on prices quoted by each Bidder as well as the Employer’s or other’s experience who are found in the same circumstances. For purposes of the evaluation, these costs shall be added to the bid price.

***Option 1:*** The following operation and maintenance factors are used to calculate the life cycle cost:

(i) number of years for life cycle *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert number of years]*

(ii) operation costs *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* *[state how they shall be determined]*

(iii) maintenance costs, including the cost for spare parts during the initial period of operation, and

(iv) Discount rate: \_\_\_\_\_\_\_\_*[insert discount rate in percent]* to be used to discount to present value all annual future costs calculated under (ii) and (iii) above for the period specified in (i).

**Or**

***Option 2:***

Reference to the methodology indicated in the Specifications, or in another section of the bidding document.

**(c) Works, services, facilities, etc. that the Employer shall have to provide *[delete if this is not a factor]***

When bids include works to be performed by the Employer or services or facilities that the Employer shall provide, in addition to the requirements in the bidding document, the Employer shall estimate these Works, services or additional facilities for the duration of the Contract. These costs shall be added to the bid price in the evaluation.

1. **Additional special criteria *[delete if there are no additional factors]***

The following additional criteria shall be used for the evaluation.

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

The relevant evaluation methodology shall be detailed next, and /or under Specifications.

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

Any price adjustment(s) resulting from previous procedures shall be added, for the purpose of comparative evaluation only, to arrive at an “evaluated bid price”. Bid prices quoted by Bidder(s) shall not be altered.

* + - 1. Evaluation when no combined scores are used *[Delete if not used]*

If no combined scores are used in the technical and price evaluation, the Most Advantageous Bid shall be the one obtaining the lowest evaluated price of the bids that reached the minimum technical score of \_\_\_\_\_\_ ***[insert percentage, generally 65%]*** or more of the maximum technical score, and shall be awarded the Contract if meets the qualifications and other requirements of this Section III, Evaluation and Qualification Criteria.

*Or*

13. Combined Evaluation of Bids *[Delete if not used]*

Should a technical evaluation include scores and weights, only the bids to obtain \_\_\_\_\_\_\_\_\_\_ [***insert percentage, generally 65%]*** or more of the maximum technical score shall be considered to have substantially complied with technical aspects and that score shall be transferred to the combined technical and price comparison.

When appropriate, the Employer shall evaluate and compare the Bids that have been determined to substantially comply and have reached the minimum established technical score.

One evaluated Bid score (B) shall be calculated for each bid substantially in compliance using the following formula, which shall allow a complete evaluation of evaluated cost and the technical merits of each Bid:



where

C = Evaluated Cost of the Bid

C low = the lowest of all evaluated costs among the bids in compliance

T = the total technical score given to the Bid

T high = the technical score attained by the Bid obtaining the best scores among all other Bids in compliance

X = Cost weight as specified in SBD ITB 41.1

The Price Proposal (Fm) evaluated as the lowest bid shall receive the maximum financial score (Sf) of 100.

Weights given to technical bids (T) and the bid price (P) are: ***[Technical and financial weight parameters are also set in the SBD and may vary slightly depending on each]***

**T =  *\_\_\_\_\_ [insert number, generally 0.20] and***

**P *= \_\_\_\_\_\_(insert number, generally 0.80]***

Bids classified according to combined technical (St) and financial (Sf) scores using weights (T = weight given to the Technical Bid; P = weight given to the Bid Price; T + P = 1) so that: S = St x T% + Sf x P%.

When scores are used in a technical evaluation, the Most Advantageous  Bid, shall be the one achieving the highest combined scores and shall be awarded the Contract provided it is qualified and meets all other requirements of this Section III, Qualification and Evaluation Criteria.

Section IV. Eligible Countries

**Eligibility to supply goods, construction works, and services for Bank financed procurement**

***Note:*** *In these documents, references to Bank include both, the IDB, Bid Lab, as well as any fund administered by the Bank*

*Next, 2 options of number 1) are shown, for the User to choose the one that is appropriate, according to the source of financing. This source may be the Inter-American Development Bank (IDB), the Bid Lab or, occasionally, contracts can be financed by special funds that could include different criteria for eligibility to a particular group of member countries. When the last option is selected, the eligibility criteria should be mentioned therein:*

*-----------------------------------*

***1) Member Countries when financing comes from the Inter-American Development Bank.***

Germany, Argentina, Austria, The Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Croatia, Denmark, Ecuador, El Salvador, Slovenia, Spain, United States, Finland, France, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Nicaragua, Norway, the Netherlands, Panama, Paraguay, Peru, Portugal, United Kingdom, Republic of Korea, Dominican Republic, Peoples Republic of China, Sweden, Switzerland, Suriname, Trinidad and Tobago, Uruguay, and Venezuela.

***Eligible Territories***

1. Guadeloupe, French Guyana, Martinique, Reunion – because they are France Departments.
2. United States Virgin Islands, Puerto Rico, Guam – because they are United States of America Territories.
3. Aruba – because it is a part of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Maarten, Saint Eustatius because they are a part of the Kingdom of the Netherlands.
4. Hong Kong – because it is a Special Region Administered by the Peoples Republic of China.

*--------------------------------------*

***1) List of Countries when a Fund administered by the Bank is financing:***

*(Include list of countries)*]

**---------------------------------------**

**2) Nationality and origin of goods and services criteria**

The following criteria shall be used to determine: a) nationality of eligible enterprises and individuals to participate in contracts financed by the Bank, and b) the country of origin of goods and services:

**A) Nationality**

a) **An individual** is a national of a Bank member country if he/she meets one of the following requisites:

* 1. is a citizen of a member country; or
  2. has established domicile in a member country as a “bona fide” resident and is legally authorized to work in that country.

b) **A firm** holds the nationality of a member country if the following requisites are met:

1. is legally established or incorporated according to the laws of a Bank member country; and
2. more than fifty percent (50%) of the enterprise’s capital is owned by individuals or companies of Bank member countries.

All participation in partnership, consortium or Association (APCA) members with joint and several liability, and all subcontractors must comply with the requisites detailed above

**B) Origin of Goods**

The country of origin of services is the same as that of the individual or company delivering services according to the nationality criteria explained above. This principle applies to services associated with supplying assets (such as transportation, insurance, installations, assembly, etc.), to construction services and consulting services. A good has been produced through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser.

For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

**C) Origin of Services**

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services and to consulting services

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##### Letter of Bid - Technical Part

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationary with its letterhead, clearly showing the Bidder’s complete name and business address.*  *Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.* |

**Date of this Bid submission:** [*indicate date to submit Bids (month, day and year)]*

**Bidding process no:** [*indicate identification number*]

**Alternative no**: [*Should this be an alternative Bid, indicate the identification number*]

For: ***[insert full name of Employer]***

Dear Sir or Madam,

We, the undersigned Bidders, hereby submit our Bid, in two parts, namely:

(a) The Technical Part

(b) The Financial Part

In submitting our Bid, we make the following declarations:

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4; and in case of detecting that any of the named parties are in any conflict of interest, we will notify this circumstance in writing to the Employer, either during the selection process, the negotiations or the execution of the Contract;
3. **Conformity:** We offer to design and build (and operate and maintain the Works during the period indicated in the ITB, if this is an Employer’s requirement) and operate and maintain the following Works according to the Bid Document: [*insert a brief description of the Works]*   
   *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
4. **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document.
6. **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and weare not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13.
7. **Suspension and Debarment:** We (including directors, key personnel, principal shareholders, proposed personnel and agents), as well as subcontractors, suppliers, consultants, manufacturers or service providers involved in any part of the contract, are not subject to a temporary suspension or disqualification imposed by the IDB or of a disqualification imposed by the IDB in accordance with the agreement for joint compliance with the disqualification decisions signed by the IDB and other development banks.

Further, we are not ineligible in accordance with the laws or official regulations of the Employer or in accordance with a decision of the United Nations Security Council.

1. **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.4*];
2. **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
3. **Not Bound to Accept:** We understand that the Employer is not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
4. **Prohibited Practices:** We hereby certify that we have taken steps to ensure that no person acting for us or in our behalf engages in any action involving Prohibited Practices.

**Name of Bidder:**  \*[*indicate the full name of person signing the Bid*]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [indicate the full name of the person duly authorized to sign the Bid]*

**Title of person signing the Bid:** *[indicate the full position of the person signing the Bid]*

**Signature of the person mentioned above:** *[include the signature of person whose name and position is indicated in the paragraphs above].*

**Signing Date:** [*indicate the signing day*]**,** of [*indicate month*]**,** [*indicate year*]

**\***: 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

**Technical Bid**

**Technical Bidding Forms**

***[Note to Employer: The Employer may use the following Forms to instruct Bidders about the information that shall be submitted along with the Technical Bid for the design, build, operation and maintenance phase, if applicable. The Employer may substitute, delete or add other Forms specifying the activities that the Bidders shall describe in the Bid]***

In submitting the Bid, Bidders shall use the following forms unless they request authorization prior to Bid submissions from the Employer to introduce any changes to the format, scope or form requirements. Bidders shall not omit any of the required forms.

The Employer shall indicate with an “X” or “yes” or “no” which items apply in each Form and each case. The Bidder must include in the Bid the information pertaining the items that the Employer indicated as applicable in this bidding.

* Design Methodology Form
* Works Organizational Form
* Construction Strategy Form
* Key Activities Construction Methods Form
* Supervision and Quality Assurance Form
* Electromechanical, Sanitary, Control and Communications Installations Form
* Work Program Form
* Mobilization Schedule Form
* Design and Construction Schedule Form
* Facility Form
* Proposed Subcontractors for Important Items in the Facility and Installation Services Form
* Anticipated Risks Form
* Operations and Maintenance Strategy Form
* Environmental, Social, Safety and Health in the workplace Strategy Form
* Environmental, Social and Safety and Health in the workplace Code of Conduct Standards Form
* Other Forms
* Equipment Forms
* Personnel Forms
* Qualification Forms
* Guarantee and/or Declaration

##### Form DMD

**Design Methodology Description**

Bidder must submit a design methodology, at a minimum, taking into account the following:

| **No.** | **Element of the Bid** | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | Design organizational arrangements including: team structure, roles and responsibilities, interface arrangements, review procedures and quality assurance procedures for approval |  |  |
|  | Deliverables program *[ Employer to specify mandatory requirements consistent with the international industry good practices, for example, with regard to lighting, signaling, gases and fuels, sewers, and temporary / permanent access for road works];* |  |  |
|  | Design statement setting out how the Employers Requirements shall be achieved |  |  |
|  | Statement of any value added that the Bidder contribute, including examples of innovative design properties; |  |  |
|  | 1. comments about Employer Requirements, including: diagnosis about available technical information and matters of design relevant to the Works; 2. comments about errors, defects or ambiguities outlined under the Employer Requirements;   (c) details of any exception to the conceptual design with respect to the Employer Requirements; |  |  |
|  | Sustainable procurement: Sustainability aspects (e.g., energy efficiency, waste reduction, plastics disposal, borrow pits, source of materials, use of recycled and recyclable materials, inks not of petrochemical origin and reforestation wood.) demonstrating the Contractor approach and commitment to sustainable design and construction practices. |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Strategy to gather baseline information of the environmental, social, health and safety aspects to inform the design development in time; |  |  |
|  | Details about how the environmental, social and health and safety requirements shall be included in all design stages and how the implications for the construction phase has been considered and, if appropriate, during the operation phase; |  |  |
|  | Details of the approach to managing risks, stakeholder engagement, consultation and environmental permits/consents; |  |  |
|  | Value engineering (value management) arrangements, including consideration of ESHS issues; and |  |  |
|  | Methodologies and response standards if consultation needs arise or changes in the design as a result of events that occur during Works implementation or the operation; and |  |  |
|  | *[insert any other relevant information as appropriate.]* |  |  |
|  |  |  |  |

*[The Employer may consider limiting the design methodology submission e.g. “The design methodology submission shall comprise no more than 20 sides of A4 text”]*

##### Form DWO

**Description of Works Organization**

***[include information relevant to the Projects Onsite Organization]***

##### Form DCS

**Description of Construction Management Strategy**

Bidder must submit a construction management strategy at a minimum considering the following:

| **No.** | **Element of the Bid** | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | Organizational arrangements for construction management include: team structure, each member’s role and responsibilities, interface arrangements, approval procedures and quality assurance arrangements; |  |  |
|  | Subcontractor selection and management |  |  |
|  | Proposals for training all personnel attending site; |  |  |
|  | Stakeholders engagement; |  |  |
|  | Obtain and manage consents, permits and approvals; |  |  |
|  | Site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage |  |  |
|  | Construction phasing proposals including sequence of work and management of conflicting activities; |  |  |
|  | Ensuring that geotechnical investigations or other advance works meet the ESHS requirements; |  |  |
|  | The approach to risk management regarding all geotechnical, water and sub-surface aspects of Works |  |  |
|  | Quality management system including a draft of the quality management plan; |  |  |
|  | Sustainability aspects demonstrating the Bidder’s approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.); |  |  |
|  | Preparation, approval and implementation of environmental activities, social management plan, community health and safety; consistent with the ESMP approved by the Bank, when applicable |  |  |
|  | Complaints resolution mechanisms related to the project design and construction |  |  |
|  | Preparation, frequency and use of reports, including environmental, social and health matters |  |  |
|  | Arrangements for testing upon completion of the works |  |  |
|  | Arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; and |  |  |
|  | *[As appropriate, include any other relevant information.]* |  |  |
|  |  |  |  |

##### 

##### Form CMKA

**Guidance on Construction Methods for Key Activities**

Bidders shall provide typical method statements for the following key construction activities. Each method statement shall describe the proposed approach to the construction activity, the level of staffing and experience, the safe system of work, and the construction equipment to be used.

Bidders may indicate the key activities methods for construction depending on the final design, or may designate some of the activities using temporary methods until the definitive designs are completed.

***[Employer must identify the construction key activities associated with the contract.]***

1.

2.

3.

4. ....

*[The Employer may consider limiting the design methodology submission e.g. “The design methodology submission shall comprise no more than 4 sides of A4 text”]*

##### Form SQA

**Guidance on Supervision and Quality Assurance**

In this Form, Bidders shall have to submit their approach and resources to meet the contract obligations associated with the works technical supervision and quality control and services under the Contract to be executed

Should the Bidder plan to resort to subcontractors for design, work supervision, materials and laboratory oversight, install equipment operation and management (if appropriate), costs, timetable and quality control systems, computer programs, draw up regular and special reports, social communications, emergency responses, environmental, social, health and safety in the workplace supervision, training, etc., he/she shall have to indicate which way shall guarantee a coordination and uninterrupted communication with the Employer and Engineer with respect to those, or other key issues involving execution, particularly if changes arise after the Employer approves the Contractor’s designs. The Bidder shall have to establish response standards and progress indicators in the areas that need improvement.

During Project execution and later, for the time needed to comply with the Contractor obligations, he/she shall provide all the necessary oversight to plan, organize, direct, manage, inspect and try out Works. The supervision duties shall be charged with a sufficient number of engineers and supervising assistants with adequate language knowledge to communicate and know the operations that shall be carried out (including required methods and practices, risks and accident prevention systems) for a satisfactory and safe execution of Works.

During the Project implementation stage, the Contractor shall have to take adequate care of the Project Engineer’s requirements to comply with responsibilities and duties undertaken during the design, construction, equipment installations, if appropriate, the facilities operation.

Notably, the project Contractor shall make available professionally well-known engineers and assistants to the Engineer and Employer, for appropriate explanations, if applicable, at the time of:

| **No.** | **Bids Element** | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | Reviewing and confirming the Contractor quality assurance program |  |  |
|  | Reviewing and confirming delivery of materials and equipment to the Project site. |  |  |
|  | Reviewing and confirming the quantity and quality of completed Works which becomes the basis to pay the Contractor according to Contract conditions; |  |  |
|  | Participating in regular meetings with the Contractor to review the Projects progress, technical matters and measures to achieve costs, quality control and implementation timetable; |  |  |
|  | Manage matters relating to environmental, social, and safety and health in the workplace and during construction, including the implementation of the performance guarantee of the ESHS obligations, if applicable. |  |  |
|  | Reviewing and confirming acceptance trial Bids made by the Contractor in order to complete the acceptance trials; |  |  |
|  | Reviewing and confirming the O & M Manual including training programs for the Employer engineers, and ESHS supervisors who were trained by the Contractor; |  |  |
|  | Provide any additional technical support, reasonably requested by the Employer, whenever necessary to demonstrate the successful Contract implementation. |  |  |
|  | *[Include any other relevant information, if appropriate.]* |  |  |
|  |  |  |  |

##### Form ESCC

**Guidance on Electromechanical, Sanitation, Control and Communications Facilities**

If the Contract includes supplying and installing Facility components, in this Form, the Bidder shall provide his/her approach and resources to meet the contractual obligations associated with the technical supervision and quality control of the electromechanical and sanitation facilities covered by the Contract. Should the Bidder plan to resort to subcontractors to adequately select the equipment and systems, or qualified labor, and the technical supervision of these facilities, he/she shall have to outline the means used for coordination and uninterrupted communications with the Employer and Engineer with respect to that or other key execution matters are guaranteed; particularly, when changes occur to the design after the Employer approved the Contractor designs. The Bidder must set response standards and progress indicators in the areas that must be improved.

During the Project execution, and later for the time needed to meet the Contractor obligations, he/she shall provide all the necessary supervision to plan, organize, direct, manage, inspect, try out all the Equipment and Installations. Supervision duties shall be charged with a sufficient number of engineers and assistants, with adequate knowledge of language to communicate, and of operation that shall be carried out (including required methods and practices, risks, and accident prevention methods) for a satisfactory and safe execution of the facilities.

During the Project implementation stage, the Contractor shall have to carefully consider the Project Engineer requirements to fulfill its responsibilities and duties during the design, assembly and facilities equipment trials phases, and if appropriate, the facilities operations.

Notably, the Contractor shall avail professional personnel, well known engineers and assistants to the Engineer, electricians, mechanics and installers that may offer the Engineer and the Employer representatives, information and explanations, in due course, if appropriate:

| **No.** | **Element of the Bid** | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | To review design and drawing plans submitted by the Contractor with respect to equipment;  To supervise in situ trials of the principal equipment, to guarantee full Contract requisites and specifications compliance; |  |  |
|  | Should it be necessary, to inspect the manufacturing of equipment in the Contractor workshops any place in the world, and carry out the necessary trials (if that is necessary) and to certify their adjustment and quality before these items are packed and shipped to the projects sites. |  |  |
|  | To supervise electrical and mechanical equipment installations in a satisfactory and safe manner according to the Contract specifications and requirements; |  |  |
|  | To supervise all the equipment in trials and startup. |  |  |
|  | Should it be necessary, to supervise the interconnection and synchronization of the energy plants and the existing substations of the grid in a secure manner. |  |  |
|  | To plan duties that the Contractor must complete during the Maintenance / Defects liability Period of. |  |  |
|  | To assist the Employer with the Project startup once the Project is completed, including oversight to resolve possible defects found during the acceptance trials. |  |  |
|  | To review O & M Manuals prepared by Employer to be used by the Contractor. |  |  |
|  | *[insert any other relevant information if appropriate.]* |  |  |
|  |  |  |  |

##### Form WP

**Guidance on Work Program**

Bidders shall set out a work program for design and construction of the Works to be undertaken, including identification of major milestones and critical path. Detailed timetables shall be submitted using the following Forms.

The proposed work program shall be developed based on the Employer’s Requirements and shall describe the:

| **No.** | **Element of the Bid** | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | Design of the Works, including the submission of the design deliverables, review and approval of the design by the Engineer; |  |  |
|  | Processes and deliverables needed to commence the Works |  |  |
|  | Execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence; |  |  |
|  | Testing, commissioning and handing over of the completed Works; and |  |  |
|  | *[include any other relevant information as may be appropriate]* |  |  |

##### Form MS

**Mobilization Schedule**

***[include mobilization calendar]***

##### Form CDES

**Construction and Design Execution Schedule**

Work programs shall be submitted in paper (hard copy) and in a CD in a PDF format compatible with known computer programs, such as for example, PRIMAVERA**®**/ TILOS**®**/ CAD **®**/ or MS Project**®** (GANTT graphics), or similar.

Programs must include milestones, when they are applicable, and the specific personnel designation and/or labor outlines, planned for the fulfillment of each program and phase or program activity:

1. General work program with an outline of designated personnel and tables of theoretical duration of chores or activities. Graphic displays of the work progress in flowcharts to show daily production (m/day) for each activity and the critical path.
2. Detailed work program to develop the final design with an outline depicting personnel allotment indicating the quantity, type and capacity. Graphic displays such as GANTT Graphics showing milestones and required periods for the Engineer to verify and approve. Minimum unit of time: 1 week.
3. Detailed work program to develop the design to include a personnel allotment outline, equipment and other resources anticipated, indicating quantity, type and capacity. Graphic displays such as GANTT Graphics including milestones and required periods for the Engineer to verify and approve. Minimum unit of time: 1 week.

##### Form PLA

##### Plant

The Bidder shall submit lists of equipment planned to install in the Projects outlining all functional properties as may be possibly defined before completing the design. For example, he/she may attach equipment and installations catalogues used to potentially choose, scales, models, etc., after the detailed electromechanical design is complete.

##### Form PSCS

**Proposed Subcontractors for Significant Facility Components and Services**

##### 

##### Form AR

##### Anticipated Risks

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

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

##### Form OMS

**Operation and Maintenance Strategy**

According to Specifications, the Bidder shall submit statements regarding operation, if appropriate, Emergency Plans, Maintenance Plan Manuals and other requisites.

**Form ESHS**

**Guidance on Environmental, Social and Safety and Health**

*[Note to* Employer*: Modify the text in italics in the following items listed to refer to the appropriate documents.]*

The Bidder shall submit complete and succinct Environmental, Social, Health, and Safety in the workplace Management Strategies and Implementation Plans (ESHS-GEPI) as required in the Instructions to Bidders ITB 11.2 (h) in the Standard Bidding Documents (SBD). These strategies and plans shall describe in detail actions, materials, equipment, management procedures, etc. that Contractors and their subcontractors shall be implementing during the Project execution.

When the Bidder develops these strategies and plans, he/she shall have to take into account the ESHS contract stipulations, and if appropriate, including the following described in more details:

| **No.** | **Bid Element** | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | *[*Employer *Requirements described in Section VII];* |  |  |
|  | *Environmental and Social Management Framework (MGAS);* |  |  |
|  | *[Environmental Impact and Social Evaluation (EIAS)];* |  |  |
|  | *[Environmental and Social Management Plan (ESMP];* |  |  |
|  | *[Resettlement Action Plan (PAR)];* |  |  |
|  | *[Consenting conditions (are the regulatory authority conditions tied to any Project permit or approval)];* |  |  |
|  | *Complaint and Claim Mechanism (if not included in the ESMP)* |  |  |
|  | *[insert any other information considered appropriate]* |  |  |

##### Code of Conduct on Environmental, Social, Health and Safety (ESHS)

*[Note to* Employer*: In the following items listed, modify the text in italics to refer to the appropriate documents.]*

The Code of Conduct shall be applied to the Contractor's workers and sub-contractors according to requirements in Instructions to Bidders ITB 11.2 (h) of the SBD. The Code of Conduct shall guarantee compliance with the contract ESHS provisions, including those described in more details next, if appropriate:

The Contractor should have plans, policies, procedures adapted to size and labor to adequately to manage labor directly and indirectly (such as Sub-contractors), and must also have adequate plans to guarantee the health and safety of workers.

If applicable, Code of Conduct standards shall guarantee the contract ESHS performance provisions including those described in more detail below:

| **No.** | **Bidding Element** | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | *[the Employer Requirements as described in Section VII];* |  |  |
|  | *[Environmental and Social Management Framework (MGAS)]* |  |  |
|  | *[Environmental and Social Impact Evaluation (EIAS)];* |  |  |
|  | *[Environmental and Social Management Plan (PGAS)];* |  |  |
|  | *[Consent conditions (conditions imposed by the regulatory authority with respect to permits or project approvals];* |  |  |
|  | *[Complaint and Claim Mechanism (if not included in the ESMP)~~]~~* |  |  |
|  | *[Sociocultural Analysis;]* |  |  |
|  | *[Consulting Plan and Community Participation ]* |  |  |
|  | *[IDB Environmental and Social Safeguard Policies]* |  |  |
|  | *[include any other information considered appropriate]* |  |  |

In addition, the Bidder must submit a plan on how this Code of Conduct shall be implemented. This shall include: how it shall be introduced in labor contracts, what training shall be provided, how it shall be monitored, and how the Contractor shall address violations. For example, through a review of the root causes, a remedial action plan). On the other hand, the Contractor shall provide labor statistics for injuries, illnesses, and fatalities for the last year, and if applicable, including their sub-contractors.

##### Other Forms

***[Note to Employer: The Employer may add other Requirement forms, adapted in each case, to project design and implementation.]***

##### Form EQU

##### Equipment

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

##### Form PER – 1

##### Proposed Key Personnel

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Key Personnel**

|  |  |  |
| --- | --- | --- |
| **1.** | **Title of position:** | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position shall be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** *[Environmental Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position shall be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** *[Health and Safety Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | *[insert term duration (start and end dates) for which this position shall be held]* |
|  | **Time commitment: for this position:** | *[insert the number of days/weeks/months planned for this position]* |
|  | **Expected time schedule for this position:** | *[insert the expected timetable for this position (for example, attach the first-rate Gantt chart)]* |
| **4.** | **Title of Position:** *[Social Specialist]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position shall be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** *[insert title]* | |
|  | **Name of candidate** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position shall be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

##### Form PER – 2

##### Proposed personnel Curriculum Vitae

|  |
| --- |
| **Name of Bidder** |

|  |  |  |
| --- | --- | --- |
| **Position [#*1*]: [*title of position from Form PER-1*]** | | |
| **Personnel information** | **Name:** | **Date of birth:** |
|  | **Address:** | **E-mail:** |
|  |  |  |
|  | **Professional qualifications:** | |
|  | **Academic qualifications:** | |
|  | **Language proficiency:***[language and levels of speaking, reading and writing skills]* | |
| **Details** |  | |
|  | **Address of employer:** | |
|  | **Telephone:** | **Contact (manager / personnel officer):** |
|  | **Fax:** |  |
|  | **Job title:** | **Years with present employer:** |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

##### Bidders Qualifications

Bidders shall have to update the information provided during the prequalification process to demonstrate that they continue to fulfill the criteria applied at the time of prequalification in regard to the following:

**(a)** **Eligibility**

**(b) Pending Litigation**

**(c) Financial situation**

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

##### Form ELI -1.1

##### Bidders Data

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
N.o and Bidding Process : *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
Page *\_\_\_\_\_\_\_\_\_\_* of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  |
| --- |
| Form ELI -1.1  **Bidder Information Form**  Bidder's name |
| In case of Joint Venture (JVCA), name of each member: |
| Bidder's actual or intended country of registration:  *[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address [in country of registration]: |
| Bidder's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Telephone/Fax numbers: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.  🞎 In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITB 11.5  🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.4 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Employer   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 46.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

##### 

##### Form ELI -1.2

##### Information on Bidder s incorporated as an JVCA

**(to be completed by each JVCA member)**

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Name and N.o of Bidding Process: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
Page *\_\_\_\_\_\_\_\_\_\_* of*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  |
| --- |
| Bidder’s JVCA name: |
| JVCA member’s name: |
| JVCA member’s country of registration: |
| JVCA member’s year of constitution: |
| JVCA member’s legal address in country of constitution: |
| JVCA member’s authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.4.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 46.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

##### Form CON – 2

**Historical Contract Non-Performance, Pending Litigation and Litigation History (including environmental fines)**

Name of Bidder : *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name of JVCA member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and N.o of Bidding Process: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
Page *\_\_\_\_\_\_\_\_\_\_* of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.  🞎 Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. | | | |
| 🞎 Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. | | | |

| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
| --- | --- | --- | --- |
|  |  | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute:  Party who initiated the dispute:  Status of dispute: |  |
| Litigation History in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.  🞎 Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below. | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]*  Party who initiated the dispute: *[indicate “Employer” or “Contractor”]*  Reason(s) for Litigation and award decision *[indicate main reason(s)]* | *[insert amount]* |

##### Form FIN – 3.1

##### Financial Situation and Performance

Name of Bidder : *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Name of JVCA member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and N.o of Bidding Process: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
Page *\_\_\_\_\_\_\_\_\_\_* of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**1. Financial Data**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Type of Financial information in**  **(currency)** | **Historic information for previous** *\_\_\_\_\_\_\_\_\_years,*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  **(amount in currency, currency, exchange rate\*, USD equivalent)** | | | | |
|  | Year 1 | Year 2 | Year 3 | Year4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Total Equity/Net Worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Working Capital (WC) |  |  |  |  |  |
| Information from Income Statement | | | | | |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities |  |  |  |  |  |

**2. Financial documents**

The Bidder and its parties shall provide copies of financial statements for *\_\_\_\_\_\_\_\_\_\_\_*years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

🞎 Attached are copies of financial statements[[6]](#footnote-7) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

##### Form FIN - 3.2

##### Average Annual Turnover in Construction

*(This form shall be used only in case it becomes necessary to update the information submitted at the time of the pre-qualification)*

Name of Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Name of JVCA member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and N.o of Bidding Process: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | **Annual turnover data (construction only)** | | |
| **Year** | **Amount**  **Currency** | | **Exchange rate** | **USD equivalent** |
| *[indicate year]* | *[insert amount and indicate currency]* | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
| Average Annual Construction Turnover \* |  | |  |  |

\* See Section III, “Evaluation and Qualification”, item 3.2.

##### 

##### Form FIN – 3.3

##### Current contract commitments / Works in execution

Bidders and each member 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.

|  |
| --- |
| **Current Contract Commitments** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Name of Contract** | **Employer’s**  **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 |  |  |  |  |  |
|  |  |  |  |  |  |

##### Bid Security

First Demand Guarantee

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bidding Process n.o:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**BID GUARANTEE N.o:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guarantor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Applicant") has submitted or shall submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Bidding process No. \_\_\_\_\_\_\_\_\_\_\_ (“the Bidding Process”).

Furthermore, we understand that, according to the Beneficiary’s conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_  (\_\_\_\_\_\_\_\_\_\_\_\_) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee shall expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii)twenty-eight days after the end of the Bid Validity Period.

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

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

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

*[Signature]*

Form of Bid Security – Bid Bond

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

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

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],* authorized to transact business in *[name of country of Employer],* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*[[7]](#footnote-8) *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

1. has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
2. having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

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 shall remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(Signature) (Signature)  
(Printed name and title) (Printed name and title)*

Form of Bid-Securing Declaration

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

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

Alternative No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To:

We, the undersigned, declare that:

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

We accept that we shall automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ starting on \_\_\_\_\_\_\_\_\_, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; 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.

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

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

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

**Financial Bid**

|  |
| --- |
| Letter of Bid - Financial Part |

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*  *In respect to the statement on commissions, bonuses or fees, services it may be for example, payments to, or through, individuals or entities that are authorized to act on behalf of the Bidder to advance the interests of the Bidder in relation to this process of bidding or execution of the Contract.*  *Note: All italicized text in black font is to help Bidders in preparing this form.* |

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

**Bidding Process No**.: [*insert identification*]

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

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

We, the undersigned, hereby submit the second part of our Bid, the Priced List of Activities. This accompanies the Letter of Technical Part.

In submitting our Bid, we make the following additional declarations:

1. **Bid Validity Period**: Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Total Price**: The total price of our Bid, excluding any discounts offered in item (c) below, including Operation and Maintenance prices, if specified in the Employer’s requirements is: [Insert one of the options below as appropriate]

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

Or

*[Option 2, in case of multiple lots:]* (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

1. **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

1. **Commissions,** gratuities **and fees:** We have paid, or shall pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Purpose of the commission or gratuity | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

1. **Beneficial Ownership Form:** [*Applies in the event that the Bidder must provide the Form*]. We understand that in the event that our offer is accepted we will be providing the information required in the Beneficial Ownership Disclosure Form or, if applicable, we will indicate the reasons why it is not possible to provide the required information. The Borrower will publish the Beneficial Ownership Disclosure Form as part of the Notification of the Award of the Contract, for which we express our authorization.

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

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

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

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

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

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

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

##### List of Activities including Price and List of Sub-activities

The total price of the List of Activities is the financial bid of the Bidder to design and complete the Works on a “single responsibility” basis.

The cost of any activity or subactivity that a Bidder omitted shall be considered as included in the price of other activities or subactivities in the Lists of Priced Activities and Sub-activities and shall not be paid separately by the Employer.

The Priced List of Activities and the Priced Lists of Sub-activities provided by the Bidder shall be used to evaluate the bids. These lists, along with the Work Program shall be the basis to estimate payments.

##### Example of a List of Activities with Price

*[To be completed by Bidder using more tables if necessary, to adequately reflect the cost structure]*

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Activity No.** | | **Activity Description** | | | | | **Activity Price** | | |
| 1. | | Design Services | | | | |  | | |
| 2. | | Mobilization | | | | |  | | |
| 3. | | Construction | | | | |  | | |
| 4. | | Electrical Facilities | | | | |  | | |
| 5. | | Sanitary Facilities | | | | |  | | |
| 6. | | Mechanical Facilities | | | | |  | | |
| 7. | | Study ... | | | | |  | | |
| 8. | | Laboratory, Inspections and Material trials | | | | |  | | |
| 9. | | Data System | | | | |  | | |
| 10. | | Oversight and technical consulting to the Employer including the environmental, social and safety and health in the workplace (ESHS) | | | | |  | | |
| ... | |  | | | | |  | | |
| ... | |  | | | | |  | | |
|  | |  | | | | |  | | |
|  | |  | | | | |  | | |
|  | | Total Price of Activities to be carried over to the Overall Summary, Page \_\_\_\_ | | | | |  | | |
| Repeat and write out the amount | | |  | | | | | | |
|  |  | | |  |  |  | |  |  |
|  |  | | |  |  |  | |  |  |
|  |  | | |  | Name of Bidder | | |  | |
|  |  | | |  |  |  | |  |  |
|  |  | | |  |  |  | |  |  |
|  |  | | |  | Bidder Signature | | |  | |
|  |  | | |  |  |  | |  |  |

##### Example of a List of Sub-Activity with Prices

*[To be completed by Bidder using more tables if necessary, to adequately represent cost structure]*

Activity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sub-Activity No.** | | **Sub-Activity Description** | | | | | **Sub-Activity Price** | | |
| 1. | | …………….. | | | | |  | | |
|  | |  | | | | |  | | |
| 2. | | ……………… | | | | |  | | |
|  | |  | | | | |  | | |
| 3. | | ……………… | | | | |  | | |
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| 4. | | etc. | | | | |  | | |
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|  | |  | | | | |  | | |
|  | | Total Sub-activity Price to be carried over to Total Price of Activities, Page \_\_\_\_ | | | | |  | | |
|  | |  | | | | |  | | |
| Repeat and write out the amount | | |  | | | | | | |
|  |  | | |  |  |  | |  |  |
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|  |  | | |  | Name of Bidder | | |  | |
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|  |  | | |  |  |  | |  |  |
|  |  | | |  | Bidder Signature | | |  | |
|  |  | | |  |  |  | |  |  |

##### Daywork

*[****Note to the Employer: For work of a minor or incidental nature, the Engineer may instruct that a variation shall be executed on a daywork basis. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. If a Daywork Schedule is to be included in the bidding document, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Proposal Summary in order to make the basic Schedule of Daywork Rates competitive.***

***If a Day work schedule is not included, Sub-Clause 13.6 of the General Conditions shall not apply].***

If the SBD, ITB 14.2 includes minor or incidental jobs, the Engineer may direct an implementing variation based on daywork. Should a daywork schedule be included in the Employer’s Requirements nominal quantities are added with the items most probably employed and carry the amounts to the Bidding Summary to do the Project.

Reference is made to Sub-Clause 13.6 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Proposers shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Proposal Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

##### List of Daywork Rates: 1. Labor

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | | **Unit** | | **Nominal Quantity\*** | | **Rate** | **Amount** |
|  | ----- | | day | | ----- | | ----- |  |
|  | ----- | |  | |  | |  |  |
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|  |  | |  | |  | |  |  |
|  | Subtotal | | |  | | | | |
| ----- | Percentagea of Contractor expenses, profit, etc., sub total | | | | |  | | |
| Total Daywork: Labor  (Transfer to Daywork Summary, p.\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | |
| Repeat and write out the amount | |  | | | | | | |
|  | | Name of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bidder Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | |

\* To be entered by Employer

a. To be entered by Bidder

##### List of Daywork Rates: 2. Materials

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | | **Description** | | | **Unit** | | **Nominal Quantity\*** | | | **Rate** | **Amount** | |
|  | |  | | |  | |  | | |  |  | |
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|  | |  | | |  | |  | | |  |  | |
| Subtotal | | | | | | | |  | | |  | |
|  | | Percentagea of Contractor expenses, profit, etc., sub total | | | | | | | |  |  | |
| Total Daywork: Materials  (Transfer to Daywork Summary, p.\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | |
| Repeat and write out the amount | | |  | | | | | | | | | |
|  |  | |  |  | |  | | |  | | |  |
|  |  | |  | Name of Bidder | | | | |  | | | |
|  |  | |  | Bidder Signature | | | | |  | | | |
|  |  | |  |  | |  | | |  | | |  |

\* To be entered by Employer

a.To be entered by Bidder

##### 

##### List of Daywork Rates: 3. Contractor's Equipment

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | | **Description** | | | | | **Nominal Quantity (hours)\*** | | **Hourly Rental rate** | | **Amount** |
|  | |  | | | | |  | |  | |  |
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|  | |  | | | | |  | |  | |  |
|  | | Subtotal | | | | | | | | |  |
|  | | Percentagea of Employer for expenses, profit, etc., sub total | | | | | | |  | | |
|  | |  | | | | |  | |  | |  |
| Total Daywork: Employer equipment  (Transfer to Day Labor Summary, p.\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | |
| Repeat and write out the amount | | |  | | | | | | | | |
|  |  | | |  |  |  | |  | |  | |
|  |  | | |  | Name of Bidder | | |  | | | |
|  |  | | |  |  |  | |  | |  | |
|  |  | | |  | Bidder Signature | | |  | | | |
|  |  | | |  |  |  | |  | |  | |

\* To be entered by Employer

a. To be entered by Bidder

##### Daywork Summary

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | **Amounta**  **( )** | | **% Foreign currency** | |
| 1. Total Daywork: Labor | | | | | |  | |  | |
| 2. Total Daywork: Materials | | | | | |  | |  | |
| 3. Total Daywork: Contractor's Equipment | | | | | |  | |  | |
| Total Daywork (Provisional Amount)  (Transfer to Overall Summary, p. ) | | | | | |  | |  | |
| Repeat and write out amount | |  | | | | | | | |
|  |  | |  |  |  | |  | |  |
|  |  | |  |  |  | |  | |  |
|  |  | |  | Name of Bidder | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  |  | |  |  |  | |  | |  |
|  |  | |  |  |  | |  | |  |
|  |  | |  | Bidder Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | |
|  |  | |  |  |  | |  | |  |

a. The Employer must enter the monetary unit

##### Specified Provisional Sums

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Item no.** | **Description** | | | | | **Amount** | |
| 1 |  | | | | |  | |
|  |  | | | | |  | |
|  |  | | | | |  | |
| 2 |  | | | | |  | |
|  |  | | | | |  | |
|  |  | | | | |  | |
| 3 |  | | | | |  | |
|  |  | | | | |  | |
|  |  | | | | |  | |
| 4 | Provisional sums for ESHS outcomes (if applicable) | | | | |  | |
|  |  | | | | |  | |
|  |  | | | | |  | |
| etc. |  | | | | |  | |
|  |  | | | | |  | |
|  | Total for specified provisional sums  (carried forward to grand summary), p. ) | | | | |  | |
| Repeat and write out the amount | |  | | | | | |
|  | | |  |  |  | |  |
|  | | | Name of Bidder | |  | | |
|  | | |  |  |  | |  |
|  | | |  |  |  | |  |
|  | | | Bidder Signature | |  | | |
|  | | |  |  |  | |  |

##### 

##### Grand Summary

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **General Summary** | | | | | | | **Page** | **Amount** | |
|  | | | | | | |  |  | |
|  | | | | | | |  |  | |
|  | | | | | | |  |  | |
|  | | | | | | |  |  | |
| *Subtotal of Activities* | | | | | | | *(A)* |  | |
| *Total for Daywork (Provisional amount)* | | | | | | | *(B)* |  | |
| *Specified Provisional sums ii* | | | | | | | *(C)* | *[amount]* | |
| *Total of Activities and Provisional sums (A + B + C) i* | | | | | | | *(D)* |  | |
| *Optional: Add Provisional sums for Contingencies allowance  ii* | | | | | | | *(E)* | *[amount]* | |
| *Price of Bid (D + E) (Carried forward to Letter of Bid - Financial Part)* | | | | | | | *(F)* |  | |
| Repeat and write out the amount | |  | | | | | | | |
|  |  | |  |  |  |  | | |  |
|  |  | |  |  |  |  | | |  |
|  |  | |  | Name of Bidder | |  | | | |
|  |  | |  |  |  |  | | |  |
|  |  | |  |  |  |  | | |  |
|  |  | |  | Bidder Signature | |  | | | |
|  |  | |  |  |  |  | | |  |

i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Clause 13.5 of the Conditions of Contract.  
ii) To be entered by the Employer.

##### 

##### List 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) shall have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **A** | **B** | **C** | **D** |
| **Name of Payment Currency** | **Amount of Currency** | **Rate of Exchange**  **to Local Currency** | **Local Currency Equivalent**  **C = A x B** | **Percentage of  Total Bid Price (TBP)**  **100xC**  **TBP** |
| **Local currency** |  | **1,00** |  |  |
| **Foreign currency 1** |  |  |  |  |
| **Foreign currency 2** |  |  |  |  |
| **Foreign currency 3** |  |  |  |  |
| **Total Bid Price** |  |  |  | **100,00** |
| **Provisional sums expressed in local currency** |  | **1,00** |  |  |
| ***[Delete if not applicable]* additional provisional amounts, expressed in local currency, to pay ESHS matters** | *[Amount to be entered by Employer]* |  | *[Amount to be entered by Employer]* | ***[Delete if not applicable]* Additional provisional amounts, expressed in local currency, to pay matters** |
| **TOTAL BID PRICE (including the provisional sum)** |  |  |  |  |

##### 

##### Price Adjustment

|  |
| --- |
| For categories submitted by Contractor breaking down prices needed to pay the Contractor and that the Employer has accepted to be subject to a readjustment they shall be subject to an adjustment during the Contract execution, in order to take into account labor and materials cost variations. |

No increase in prices shall be allowed after the Formula model to adjust prices.

Prices that need to be paid to the Contractor according to the Contract shall be subject to adjustment during the Contract execution period, so that labor and materials cost variations shall be taken into account, following the formula:



where:

P1 = adjustment amount that needs to be paid to Contractor

P0 = Contract Price (base price)

a = percentage of Contract price fixed element (a = %)

b = percentage of Contract labor price component (b = %)

c = percentage of Contract materials and equipment Price components (c = %)

L0, L1 = labor indices applicable to the corresponding sector in the country of origin on the base date and the adjustment date respectively.

M0, M1= materials and equipment indices in the country of origin on the base date and the adjustment date, respectively.

N.B. a+b+c= 100%.

Price adjustment applicable terms

The Bidder shall indicate in the bid the source of labor and materials indices, and the base date indices, according to the forms included in this Section V.

The thirty (30) days before the bidding closing date shall be taken as the base date.

The following terms shall be applied:

1. Unless the Employer granted an extension according to the Contract terms. No price increase shall be allowed for late periods when it is the Contractor’s responsibility. Nonetheless, the Employer shall have the right to any price cuts that may occur during these late periods.
2. If the price currency is mentioned in the Contract, BP differs from the labor and/or materials indices of the country of origin currency, a correction factor shall be applied in order to avoid incorrect adjustment to the Contract Price. The correction factor shall correlate to the variation between the Exchange rate of the two currencies at the base date and the adjustment rate as previously defined;
3. No adjustment shall be paid for the part of the Contract to be paid to the Contractor in way of an advanced payment.

In the following Tables A, B and C, Bidder shall:

(a) indicate bid amounts in the currency

(b) indicate the source and basic values for the proposed price adjustment indices for the various cost elements in other foreign currencies;

(c) calculate the weight rations proposed for payments in USD and other foreign currency, should there be one; and

(d) list the exchange rates used in currency conversion, according to the ITB, ITB 35.

Source of indices to be determined by Bidder: Bid Prices must be quoted in currencies according to ITB 35. The payment currency shall be the same, including parts converted into up to three foreign currencies, if the Bidder so requires. Consequently, the acceptable indices should correlate to the quote currency.

Source of local Labor indices in the country \*As an exception to the mentioned before, according to section (b) the Price Adjustment Form, the index for Local Employees (LL) in all categories must be the official indices in the Employer for national labor employed in the projects, but corrected in reverse relation to the Exchange rates set by the official source in each country at the index base day and the last day of the last readjustment period day.

So, the readjustment with regard to Local Employees (LL) shall only occur if

Ii/Io \* TCo/TCi is greater than 1,

where,

Ii is the current period index;

Io is the base date index;

TCo is the Exchange Rate of the national currency in the Employer country with respect to the foreign currency at the index base date; and

TCi is the Exchange Rate of the national currency in the Employer country with respect to the index date at the end of the readjustment period.

##### 

##### Examples of Adjustment Data Tables

**Tables A and B Local and Foreign Currencies**

#### **Table A.1 – Activity 1 in Foreign Currency 1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Index code** | **Index Description** | **Currency index source** | **Value and base date** | **Bid amount in local currency** | **Weight or ratio proposed by Bidder** |
| FI | Fixed | - | - |  | 10% \* |
| FL | Foreign employees |  |  |  |  |
| LL | Local Employees \* |  |  |  |  |
| FU | Fuel, if imported |  |  |  |  |
| CE | Portland Cement, if imported |  |  |  |  |
| RS | Reinforced Steel, if imported |  |  |  |  |
| SS | Structural Steel, if imported |  |  |  |  |
|  | | | **Total** |  | **100%** |

#### **Table A.2 – Activity 1 in Local Currency**

| **Index**  **Code** | **Index Description** | **Currency index source** | **Value at base date** | **Bid amount in local currency** | **Weight or ratio proposed by Bidder** |
| --- | --- | --- | --- | --- | --- |
| FI | Fixed | - | - |  | 10%\* |
| FL | Foreign Employees |  |  |  |  |
| LL | Local Employees |  |  |  |  |
| FU | Fuel |  |  |  |  |
| CE | Portland Cement |  |  |  |  |
| RS | Reinforced Steel |  |  |  |  |
| SS | Structural Steel |  |  |  |  |
| ST | Additions |  |  |  |  |
|  | | | **Total** |  | **100%** |

#### **Table B.1 – Activity 2 in Foreign Currency 1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Index**  **code** | **Index Description** | **Currency index source** | **Value at date base** | **Bid amount in foreign currency 1** | **Weight or ratio proposed by Bidder** |
| FI | Fixed | - | - |  | 10% \* |
| FL | Foreign Employees |  |  |  |  |
| LL | Local Employees |  |  |  |  |
| EI | Imported electrical facilities |  |  |  |  |
| CE | Imported Portland cement |  |  |  |  |
| RS | Reinforced Steel, if imported |  |  |  |  |
| SS | Structural Steel, if imported |  |  |  |  |
| MR | Metal roofing if imported |  |  |  |  |
|  | | | **Total** |  | **100%** |

#### **Table B.2 – Activity 2 in local Currency**

| **Index**  **code** | **Index Description** | **Currency index source** | **Values at base date** | **Bid amount in local currency** | **Weight or ratio proposed by Bidder** |
| --- | --- | --- | --- | --- | --- |
| FI | Fixed | - | - |  | 10% \* |
| FL | Foreign Employees |  |  |  |  |
| LL | Local Employees |  |  |  |  |
| EI | Electrical facilities |  |  |  |  |
| CE | Portland Cement |  |  |  |  |
| RS | Reinforced Steel |  |  |  |  |
| SS | Structural Steel |  |  |  |  |
| MR | Metal rooves |  |  |  |  |
|  | | | **Total** |  | **100%** |

[\* To be determined by Employer. While the first is a fixed percentage, all other ratios or weight should specify a value range, and requires the Bidder to indicate a value within that range, so that the total weight be equal to 1,00].

**Table C. Summary of payment currencies**

For ………………………. [*state the name of the project component]*

[Additional Tables must be included when various components of the works are proposed, requiring amounts substantially different from another foreign currency. The Employer shall have to indicate the names of each one of the components of the works].

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name payment currency** | **A**  **Amount in currency** | **B**  **Exchange rate**  **(local currency units for foreign currency unit)** | **C**  **Equivalent in local currency**  **C = A x B** | **D**  **Percentage of Bid net price (BPN)**  **100xC**  **PNO** |
| **Local currency** |  | **1,00** |  |  |
| **Foreign currency**  **No. 1** |  |  |  |  |
| **Foreign currency**  **No. 2** |  |  |  |  |
| **Foreign currency**  **No. 3** |  |  |  |  |
| **Net Bid Price** |  |  |  | **100.00** |
| **Provisional amounts for contingencies and unexpected expenses expressed in local currency** | *[to be provided by Employer]*] |  | *[to be provided by Employer]* |  |
| * + - 1. **BID PRICE** |  |  |  |  |

PART 2 - Employer's Requirement

Section VI. Employer's Requirement

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Employer’s Requirements

[*Note to Employer to prepare the Section if Employer requirements: this note should be deleted in the final version of the bidding document]*

1. This Section comprises the Scope, the information on the site, the Specifications, Blueprints and environmental, social and safety in the workplace at the Projects requirements, the supplementary information describing Works and the forms that shall be used during the contract implementation.
2. This is a “single responsibility contract”. It is not expected that the Contractor is invited to submit offers with very detailed technical specifications. However, the Employer must and should know what they want and communicate their needs to the Bidders through the clearest possible requirements.
3. The Employer requirements, therefore, must specify exactly the particular requirements for the completed Works, and if applicable for the operation and management. It shall also be necessary to specify the trials that shall be done once the Works are completed to verify compliance with the specified Requirements.
4. The Employer shall be able to carry out basic tasks (such as geotechnical studies, environmental studies and process permits) so that the Employer may : (a) develop a realistic approach on the scope and Budget for the contract; and (b) provide Bidders all information to set their Price and take other commercial decisions.
5. Although this section of the bidding document must endeavor to define the Employer Requirements as precisely as possible, it must carefully try to avoid excessive specifications to the extent possible, so it is flexible so that potential benefits associated with a “sole responsibility” approach is not seriously eroded or threatened. This section on the Employer requirements must be carefully prepared so that experts become familiar with the Works technical aspects and the requirements. As it is expected that the Contractor carries out the design, the Employer must provide the criteria confirming the design. The operational performance and the performance features may define the nature and the performance of the job completed and any other limitation that the Employer wishes to apply.
6. The Employer requirements must specify the required Contractor Documents and their submittal and approval procedures.
7. The Employer requirements must be prepared to allow for the broadest possible competition and, at the same time, make a clear statement about the labor standards required as well as materials, effectiveness and or the Works operations. The Employer requirements must stipulate that all goods and materials to be included must be new, unused and the latest model and include all recent improvements in design and materials.
8. Care must be given when the Employer Requirements are drafted to make sure that the requisites are not restrictive. The recognized international standards must be used to the extent possible to describe products, materials and labor. When other particular standards are specified, both the national standards in the country of the Employer or others, it must be indicated that goods, materials and labor abide by other authoritative standards and guarantee a quality equal or above the specified standards so that it shall also be acceptable. Whenever a Brand of a product is specified it should always be qualified with the terms “or equivalent”.

Scope of Works

*[Insert the description of required services (including additional studies) and the projects. Additionally, other technical requirements must establish and included in the design].*

1. For this type of “single responsibility” contract, generally, there should not be detailed plans describing the Works.
2. However, it would be useful to include conceptual drawings and / or preliminary designs to supplement or help explaining the general concept of the Employer needs.
3. Requirements must specify to what extent these preliminary or conceptual designs are mandatory or a suggestion.
4. The Employer must provide Bidders with all relevant information to the Project site. The typical information to be provided for by the Employer may include:

* Topographical Data
* Environmental and basic social data
* Data on the investigation on the field, including data on the occupations and current economic activities exercised in neighboring fields, and in the access roads.
* Information on soil conditions
* Records of public services
* Information on land ownership
* Subsurface water, Surface water and hydro information
* Planning and zoning regulations
* Permits, licenses, and consents and their conditions
* “As built” blueprints of the existing infrastructure
* Details about any risk or danger, included natural disaster risks.
* Any other physical restriction ~~a~~
* Quality and environmental, health and safety systems required
* Information on meetings of stakeholders
* Data on sub-surface and hydrological conditions at the Site, including the environmental aspects.

Technical Specifications

*[Insert specifications. Specifications must establish the minimum applicable standards to be applied to the Projects. In addition, other technical requirements must be included in the design.]*

*[The purpose of these notes about preparing Specifications are exclusively to provide information to the Employer or the person drawing up the bidding document. They should not be included in the final documents.*

*The specifications should require that all goods and materials included in the Projects are new, unused, the latest or more recent model and that they include the latest improvements in design and materials, except otherwise spelled out in the Contract.*

*The general specifications must cover all types of jobs, materials and equipment usually employed in construction, even though they may not be used in a particular Project Contract. In that case, omissions or additions shall be made to meet the general specifications of that particular Project.*

*When specifications are drawn up, there must be an effort made that they are not restrictive. To the extent possible, whenever criteria are established, international recognized standards must be employed for goods, materials and jobs in order to meet these criteria. Should there be other special requirements, either the national standards of the Borrower country or other standards, they must be precise in the specifications that materials, goods and jobs complying with other recognized standards guaranteeing a quality level substantially equal to the abovementioned standards shall also be accepted. To that end, the model clause below may be included under the Particular Conditions or the Specifications.*

***“Standards and code Equivalencies”***

*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.”*

***Environmental Standards and Codes***

*If applicable, infrastructures must be designed to meet the construction and the operation and maintenance standards of water quality, effluents, air, and specific sources of notice recognized by the multilateral development banks, such the Manual on Prevention and Pollution Reduction (PPAH) of the World Bank Group (currently the General Guidelines: Environmental, or the environment, health and safety specifically sectorial of International Finance Corporation (IFC) as seen in Directive B.11 of the OP-703 of the IDB. In case that national standards are recommended to be applied, the Employer shall have to submit for the approval of the IDB/ESG in advance an “Analysis of Equivalency and Acceptability” along those recognized by the multilateral banks..”*

Environmental, Social, Health and Safety Requirements (ESHS)

*The Employer shall use the services of one/some environmental, social and health and safety specialists adequately qualified who shall work with a procurement specialist to prepare ESHS specifications.*

*The Employer in this section shall have to refer to the IDB environmental and social policies that shall apply to the projects: [Select those that apply:*

1. *Environmental Policy and Safeguards Compliance - OP-703 and its operative directives,*
2. *Access to information Policy - OP-102;*
3. *Natural Disasters Risk Management Policy - OP-704;*
4. *Gender Equality Policy in Development - OP-761*
5. *Involved Resettlement Policy -OP-710]*
6. *Indigenous Peoples Policy - OP-765]*

**Suggested content for an Environmental and Social Policy (Statement)**

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

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

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

1. *Comply with IDB’s environmental and social safeguard applicable to the works*
2. *apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
3. *provide and maintain a healthy and safe work environment and safe systems of work;*
4. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
5. *ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
6. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;*
7. *when national laws contain provisions regarding employment of underaged, the Employer must develop explicit policies for the protection of such workers from dangerous activities*
8. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
9. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
10. *engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
11. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
12. *minimise the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

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

**Minimum Content of ESHS requirements**

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

* *project reports e.g. ESIA/ESMP*
* *consent/permit conditions*
* *required standards including IDB’s ESHS guidelines*
* *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the IDB’s guidelines)*
* *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
* *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
* *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA*
* *GBV/SEA prevention and management*

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

*General Conditions of Contract*

Sub-clause 3 Language and Law

Sub-clause 7.1 Subcontracting

Sub-clause 9 Personnel and Equipment

Sub-clause 12 Contractor’s Risks

Sub-clause 15.1 Contractor to Construct the Works

Sub-clause 18.1 Safety and Protection of the Environment

Sub-clause 19.1 Discoveries

Sub-clause 31 Early Warnings

Sub-clause 41.4 Payments

**Minimum Requirements for the Bidder's Code of Conduct**

*[A minimum requirement for the Code of Conduct should be set out by the Employer, taking into consideration the issues, impacts, and mitigation measures identified, for example, in :*

* *project reports e.g. ESIA/ESMP*
* *any particular GBV/SEA requirements*
* *consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)*
* *required standards including IDB’s Guidelines*
* *relevant international conventions, standards or treaties, etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the IDB’s Guidelines)*
* *relevant standards e.g. Workers’ Accommodation: Process and Standards*
* *relevant sector standards e.g. workers accommodation*
* *consultation and community participation plan*
* *grievance redress mechanisms.*

*The types of issues identified may include. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behavior and crime, and maintaining a safe environment etc.]*

**Code of Conduct Requirements**

A satisfactory code of conduct shall contain obligations on all Contractor’s personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term “child” / “children” means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer’s and Project Manager’s personnel, and the Contractor’s personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer’s and Project Manager’s personnel, and the Contractor’s personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence including sexual and/or gender-based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty
8. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
9. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
10. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
11. Respecting reasonable work instructions (including regarding environmental and social norms)
12. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
13. Duty to report violations of this Code
14. Non-retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

* received a copy of the code;
* had the code explained to them;
* acknowledged that adherence to this Code of Conduct is a condition of employment; and
* understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

**Metrics for Progress Reports**

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

*Metrics for regular reporting:*

1. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
2. health and safety incidents, accidents, injuries and all fatalities that require treatment;
3. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
4. status of all permits and agreements:

work permits: number required, number received, actions taken for those not received;

status of permits and consents:

* *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
* *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
* *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
* *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*

1. health and safety supervision:

safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;

number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

1. worker accommodations:

number of expats housed in accommodations, number of locals;

date of last inspection, and highlights of inspection including status of accommodations’ compliance with national and local law and good practice, including sanitation, space, etc.;

actions taken to recommend/require improved conditions, or to improve conditions.

1. HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
2. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
3. training:

number of new workers, number receiving induction training, dates of induction training;

number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;

number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.

number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.

1. environmental and social supervision:

environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

1. Grievances: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up(Cross-reference other sections as needed):

Worker grievances;

Community grievances

1. Traffic and vehicles/equipment:

traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

1. Environmental mitigations and issues (what has been done):

dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;

erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;

quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;

blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);

spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;

waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

details of tree plantings and other mitigations required undertaken in the reporting period;

details of water and swamp protection mitigations required undertaken in the reporting period

1. compliance:

compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

**Payment for ESHS Requirements**

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

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.]*

Contractor’s Documents

***[Note to Employer: "Notes on Employer to prepare Requirements". For example, List the Documents that must be submitted by the Contractor for Employer’s review and / or approval:***

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **For Information** | **For Review** | **For Review and Approval** |
| 1. *Design schedule* |  |  |  |
| 1. *Preliminary Design* |  |  |  |
| 1. *Detailed Design* |  |  |  |
| 1. *Designs for environmental consents/permits* |  |  |  |
| 1. *Design for construction* |  |  |  |
| 1. *Environmental Design* |  |  |  |
| 1. *Drainage design* |  |  |  |
| 1. *Temporary and Permanent Third-party Access Designs* |  |  |  |
| 1. *Safety Design Report* |  |  |  |
| 1. *Construction Safety Report* |  |  |  |
| 1. *Environmental and Social Impact Assessment* |  |  |  |
| 1. *Permits and consents plan* |  |  |  |
| 1. *Etc.* |  |  |  |

The Employer should carefully weigh-in the documents required for review and/or for approval.

Unreasonable approval requirements may interfere in the Contractor’s design process. Further, it may be difficult, in case a dispute arises, for the Employer to refute all liability for an approved submission.  
  
The Employer shall specify any independent verification requirements for any of the Contractor’s Documents.  
  
The Employer’s Requirements shall also require the Contractor to provide the following (Contractor’s Documents for approval):  
• a plan describing value engineering (design change) arrangements and how ESHS policy requirements shall be taken into consideration;   
• the strategy for gathering baseline ESHS information in time to inform design development;  
• a plan describing the measures to ensure geotechnical investigations or other advance works meet the ESHS requirements;  
• stakeholder engagement plan;   
• Construction environmental and social management plan;  
• occupational and community health and safety management plan;   
• Construction traffic management plan  
• grievance redress mechanisms.

Supplementary Information

PART 3 -

Conditions of Contract and Contract Forms

Section VII. General Conditions of Contract

The Contract General Conditions (GCC), the Particular Conditions of Contract and all other documents listed herein, shall comprise the entire document, clearly determining rights and obligations for the parties.

**The Conditions of Contract [comprise] the “General Conditions” which form part of the *Conditions of Contract for Plant and Design-Build (First Edition, 1999),* published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC), and the following “Particular Conditions” which include modifications and additions to such General Conditions.**

*Copies of the above FIDIC publication “Conditions of Contract for Plant and Design-Build” can be obtained from*

International Federation of Consulting Engineers

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: [fidic@fidic.org](mailto:fidic@fidic.org)

**www.fidic.org**

Section VIII. Particular Conditions of Contract

**Part A – Contract Data**

| **Clause** | **Sub-Clause** | **Data** |
| --- | --- | --- |
| Employer’s name and address | 1.1.2.2 & 1.3 |  |
| Engineer’s name and address | 1.1.2.4 & 1.3 |  |
| **Contractor’s Representative’s name** | 4.3 |  |
| **Key Personnel names** | 1.1.2.7 & 6.9 | *[insert the name of each Key Personnel agreed by the Employer prior to Contract signature]* |
| Bank’s name | 1.1.2.11 | Inter-American Development Bank (IDB) |
| Borrower’s name | 1.1.2.12 |  |
| Time for Completion | 1.1.3.3 | \_\_\_\_\_\_\_\_\_\_\_\_\_ days  *The table at the end of this Part A applies, if Phases are specified.* |
| Defects Notification Period | 1.1.3.7 | 365 days |
| Sections | 1.1.5.6 | *The table at the end of this Part A applies, if Phases are specified.* |
| Interpretation | 1.2 | Sub-Clause 1.2 Part B – Particular Conditions add the definition of profit for purposes of interpretation of the Contract. |
| Electronic transmission systems | 1.3 |  |
| Governing law | 1.4 |  |
| Ruling language | 1.4 |  |
| Language for communications | 1.4 |  |
| Time for the Parties entering into a Contract Agreement | 1.6 |  |
| Cost Plus Profit | 1.9 | The profit shall be\_\_\_\_\_% of the Cost. *[Delete this Sub-Clause from the Contract Data if the percentage that applies is 5%, in accordance with the Conditions of Particular Application- Part B, Sub-Clause 1.2]* |
| Timetable to grant right of Access and possession of the Site: | 2.1 | No later than the Commencement Date, except for the following parts (if applicable, with detailed description of parts concerned):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days after Commencement Date |
| Engineer’s Duties and Authority | 3.1(b)(ii) | Variations resulting in an increase of the Accepted Contract Amount in excess of \_\_\_\_% shall require approval of the Employer. |
| Performance Security | 4.2 | The Performance Security shall be in the form of a \_\_\_\_ *[insert either one of “demand guarantee” or “performance bond”]* in the amount(s) of *[insert % figure(s)]* percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. |
| **Environmental, Social, Health and Safety (ESHS) Performance Security** | 4.2 | ***[Delete this provision if ESHS Performance Security is not required]***  The ESHS Performance Security shall be in the form of a “*demand guarantee”* in the amount(s) of *[insert % figure(s) normally 1% to 3%]* of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.  ***[The sum of the total “demand guarantees” (Performance Security and ESHS Performance Security) shall normally not exceed 10% of the Accepted Contract Amount.]*** |
| Period for notifying unforeseeable errors, faults and defects in the Employer’s Requirements | 5.1 | * + - 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days after the commencement date |
| Normal Working Hours | 6.5 |  |
| Delay damages for the Works | 8.7 & 14.15(b) | % of the Contract Price per day.  *If Sections are to be used, refer to Table: Summary of Sections below* |
| Maximum amount of delay damages | 8.7 | \_\_\_\_\_\_% of the final Contract Price. |
| Provisional Sums | 13.5.(b)(ii) | [If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums] |
| Adjustments for Changes in Cost | 13.8 | Period “n” applicable to the adjustment multiplier “Pn”: \_\_\_\_\_\_\_\_\_\_ *[Insert the period if different from one (1) month; if period “n” is one (1) month, insert “not applicable”]* |
| Total advance payment | 14.2 | % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable  *[Insert number and timing of installments if applicable]* |
| Repayment amortization rate of advance payment | 14.2(b) | \_\_\_\_\_\_\_% |
| Requirements for submission of Statements | 14.3 | *\_\_\_\_\_\_\_\_\_\_\_\_ [if not stated, it is “each month” in accordance with the Sub-Clause; see also 13.8 above]* |
| Percentage of Retention | 14.3 | \_\_\_\_\_\_\_% |
| Limit of Retention Money | 14.3 | \_\_\_\_\_\_\_% of the Accepted Contract Amount |
| Minimum amount for a Temporary Payment Certificate: | 14.6 | \_\_\_\_\_\_\_\_\_\_\_\_\_ % of the Accepted Contract Amount. |
| Publishing source of commercial interest rates for financial charges in case of delayed payment | 14.8 |  |
| Maximum total liability of the Contractor to the Employer | 17.6 | *[Select one of the two options below as appropriate]*  The product of\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert a multiplier less or greater than one]* times the Accepted Contract Amount,  *or*  \_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount of the maximum total liability]* |
|  | 18.1 | To cover professional negligence risks with regard to the design / project, the  Contractor must subscribe to a professional liability insurance. This insurance shall have a minimum coverage no less than:  \_\_\_\_\_\_\_\_\_\_  [state the professional liability insurance amount, no less than 10% of the Contract Price.] |
| Periods for submission of insurance: | 18.1 | *[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days.]* |
| a. evidence of insurance. |  | *[Insert the deadline to submit proof of insurance and the policy. The period may be 14 days to 28 days.]* |
| b. relevant policies |  |  |
| b. respective policies |  | \_\_\_\_\_days  \_\_\_\_\_days |
| Maximum amount of deductibles for insurance of the Employer's risks | 18.2(d) | *[Insert maximum amount of deductibles]* |
| Minimum amount of third-party insurance | 18.3 | *[Insert amount of third-party insurance]* |
| Date by which the DB shall be appointed | 20.2 | 28 days after the Commencement date |
| The DB shall be comprised of | 20.2 | *Either:* One sole Member  *or:* Three Members |
| List of potential DB sole members | 20.2 | *[Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole members are to be included, insert: “none”]* |
| Appointment (if not agreed) to be made by | 20.3 | *[Insert name of the appointing entity or official]* |
| Rules of arbitration | 20.6(a) | *[Insert rules of arbitration if different from those of the International Chamber of Commerce]* |
| Place of arbitration | 20.6(a) | *[insert a neutral location, as appropriate to the applicable arbitration rules]* |

**Table: Summary of Section**

|  |  |  |
| --- | --- | --- |
| **Name section / Description**  **(Sub-Clause 1.1.5.6)** | **Time for Completion**  **(Sub-Clause 1.1.3.3)** | **Damages for Delay**  **(Sub-Clause 8.7)** |
|  |  |  |
|  |  |  |
|  |  |  |
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**Particular Contract Conditions**

**Part B – Specific Provisions**

|  |  |
| --- | --- |
| **Sub-Clause 1.1.1.2** | **Agreement** |
|  | The Contractual Agreement is the Agreement; the words (“if any") are deleted. |
| **Sub-Clause 1.1.1.5** | **Employer**  In Sub-Clause 1.1.1.5 and in all Contract Conditions, the word “Client” refers to the “Employer”. |
| **Sub-Clause 1.1.1.6** | **Bid**  In Sub-Clause 1.1.1.6 and in all the Contract Conditions, the words “Contractor’s Bid” refer to the “Contractor’s Offer/Bid” or to the "Contractor’s Offer/Bid – Technical Part" or to the “Contractor’s Offer/Bid Financial Part” indistinctively, unless otherwise specified. |
| **Sub-Clause 1.1.1.7** | **Letter of Bid** |
|  | In Sub-Clause 1.1.1.7 and in all the Contractual Conditions, the words " Letter of Bid" refer to the “Technical Part – Letter of Bid and to the “Financial Part – “ Letter of Bid ", indistinctively, unless otherwise specified. |
| **Sub-Clause 1.1.1.9** | **Contract Data**  Sub-Clause 1.1.1.9 is replaced by the following: |
|  | "1.1.1.9. " **Contract Data”** means the pages completed by the Employer entitled Contract Data which constitute Part A of the Particular Conditions.”  As a consequence of this change, throughout the General Conditions of Contract “Appendix to Tender” is replaced by “Contract Data”, except: in Sub-Clause 13.8 (where it is replaced with “Schedules”), in Sub-Clause 14.5 (where it is replaced with “Schedule of Payments”); and in Sub-Clause 14.15 (where the first reference in sub-paragraph (b) is replaced by “Contract Data” but all other references are replaced with “Schedule of Payment Currencies,”). |
| **Sub-Clause 1.1.2.7** | **Key Personnel**  The following is added at the end of the Sub-Clause:  “Contractor’s Personnel includes Key Personnel as named in Part A - Contract Data.” |
| **Sub-Clause 1.1.2.9** | **DAB**  In Sub-Clause 1.1.2.9, and throughout the General Conditions of Contract, “DAB” and “Dispute Adjudication Board” are replaced with “DB” and “Dispute Board” respectively. The term “adjudicator” is also deleted.  Furthermore, the Sub-Clause is replaced with the following text:  "DB signifies the individual or three individuals appointed according to Sub-Clause 20.2 *[Appointment of a DB]*  or Sub-Clause 20.3 *[Lack of agreement on the DB make up]*." |
| **Sub-Clause 1.1.2.11** | **Bank** |
|  | Add  “**1.1.2.11 “Bank ”** means the Inter-American Development Bank “IDB” (whether acting on its own account or in its capacity as administrator of trust funds provided by other donors). |
| **Sub-Clause 1.1.2.12** | **Borrower** |
|  | Add  “**1.1.2.12 “Borrower”** means the Borrower of a Bank operation identified under the Contract Data.” |
| **Sub-Clause 1.1.3.7** | **Defect Notification Period** |
|  | The words “as stated in the Appendix to Tender” are replaced with:  “which extends over 365 days except if otherwise stated in the Contract Data.” |
| **Sub-Clause 1.1.5.5** | **Plant** |
|  | Replace the Sub-Clause with:  “Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works. |
| **Sub-Clause 1.1.6.7** | **Site** |
|  | The word "Site" also means "Site "or "Works Site".  Additionally, after the words "Permanent Works" insert the words "including warehouses, storage and working areas." |
| **Sub-Clause 1.1.6.10** | **Notice of Dissatisfaction** |
|  | The following new Sub-clause is added:  “**1.1.6.10 “Notice of Dissatisfaction”** means notice given by any of the parties to another according to Sub-Clause 20.4 *[Obtaining the Dispute Board Resolutions Ruling]* indicating its dissatisfaction and the intent to commence arbitration”. |
| **Sub-Clause 1.1.6.11** | **Budget for Principal Quantities of the Permanent Projects** |
|  | Add the following new Sub-clause:  **1.1.6.11 “Program of Main Permanent Works”** El “PMPW” refers to details, along any other related information and reasonable estimates required by the Engineer, prepared by the Contractor at the end of the projects design subject to Sub-Clause 14.4, which shall have to include anticipated final measurements of the principal elements of the Permanent Works. These should have been valued using prices so that the amount would be equal to the Contractual Price.” |
| **Sub-Clause 1.2** | **Interpretation** |
|  | At the very end of the Sub-Clause, the following is added: “Throughout the General Conditions of Contract, the phrase “Cost plus reasonable profit” is replaced with “Cost plus profit”. “Cost plus profit” requires the profit to be five percent (5%) of the Cost unless otherwise indicated in the Contract Data. |
| **Sub-Clause 1.3** | **Communications** |
|  | In the second line “, discharges” is added after “notices.” |
| **Sub-Clause 1.4** | **Law and Language** |
|  | the whole Sub-Clause is replaced with the following in its entirety:  “**1.4 Law and Language**  The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.  The ruling language of the Contract shall be that stated in the Contract Data.  The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.” |
| **Sub-Clause 1.6** | **Contract Agreement** |
|  | in the second line “unless they agree otherwise” is replaced with “unless the Particular Conditions establish otherwise.” |
| **Sub-Clause 1.8** | **Care and Supply of Documents** |
|  | In the last paragraph, the words “of a technical nature ” are deleted. |
| **Sub-Clause 1.12** | **Confidentiality** |
|  | is replaced with the following in its entirety:  “**1.12 Confidential Details**  The Contractor’s Personnel and the Employer’s Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.  Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.” |
| **Sub-Clause 1.13** | **Compliance with Applicable Legislation** |
|  | In sub-paragraph (a), after “zoning,” “building permit” is added. Also, in sub-paragraph (a), “(or being)” is replaced with “(or to be)”. At the end of sub-paragraph (b), “, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.” is added. |
| **Sub-Clause 1.15** | **Bank Inspections and Audits** |
|  | Add the following new Sub-Clause:  “**1.15 Inspections and Audit by the Bank**  The Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank.” |
| **Sub-Clause 2.4** | **Employer’s Party Financial Arrangements** |
|  | The Sub-Clause is replaced with the following:  “**2.4 Employer’s Financial Arrangements**  The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which shall enable the Employer to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.  In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds shall be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds shall be available.” |
| **Sub-Clause 2.5** | **Employer’s Claims** |
|  | The first sentence of the second paragraph is replaced with: “The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period." |
| **Sub-Clause 3.1** | **Engineer’s Duties and Authority** |
|  | The Sub-Clause is replaced with the following:  “**3.1 Engineer’s Duties and Authority**  The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.  The Engineer shall have no authority to amend the Contract.  The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer.  However, whenever the Engineer exercises a specified authority for which the Employer’s approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.  Except as otherwise stated in these Conditions:  (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;  (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;  (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and  (d) any act by the Engineer in response to a Contractor’s request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.  The following provisions shall apply:  The Engineer shall obtain the specific approval of the Employer before taking action under the-following Sub-Clauses of these Conditions:  (a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.  (b) Sub-Clause 13.1: instructing a Variation, except;  (i) in an emergency situation as determined by the Engineer, or  (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.  (c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.  (d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies  Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer. |
| **Sub-Clause 3.3** | **Instructions of the Engineer** |
|  | The last sentence: “These instructions shall be given in writing.” is replaced with: “Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:   1. gives an oral instruction, 2. receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and 3. does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,   then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).” |
| **Sub-Clause 3.4** | * + - 1. **Replacement of the Engineer** |
|  | “**3.4 Replacement of the Engineer**  If the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.” |
| **Sub-Clause 3.5** | **Determinations** |
|  | In the second paragraph replace the first sentence with: “The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 days from the receipt of the corresponding claim or request except when otherwise specified.” |
| **Sub-Clause 4.1** | **Contractor’s General Obligations** |
|  | At the end of the second paragraph, the following is added: “All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank." |
|  | As a new fifth paragraphs, insert the following paragraph after the words "... without having it notified to the Engineer": |
|  | “Contractor shall not commence any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Engineer is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. The Contractor shall submit, on a continuing basis, for the Engineer’s prior approval, a Contractor’s Environmental and Social Management Plan (C-ESMP) to manage the ESHS risks and impacts of the Works. The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Engineer. |
| **Sub-Clause 4.2** | **Performance Security** |
|  | Sub-Clause 4.2 is replaced with the following:  “**4.2 Performance Security and ESHS Performance Security**  The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental, Social, Safety and Health (ESHS) Performance Security for compliance with the Contractor’s ESHS obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.  The Contractor shall deliver the Performance Security and, if applicable, an ESHS Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer. The ESHS Performance Security shall be issued by a reputable bank selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.  The Contractor shall ensure that the Performance Security and, if applicable, the ESHS Performance Security are valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security and, if applicable, ESHS Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate (which, if applicable, includes satisfactory performance of the ESHS obligations), by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security and, if applicable, the ESHS Performance Security until the Works have been completed and any defects have been remedied.  The Employer shall not make a claim under the Performance Security and, if applicable, the ESHS Performance Security, except for amounts to which the Employer is entitled under the Contract.  The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security and, if applicable, the ESHS Performance Security to the extent to which the Employer was not entitled to make the claim.  The Employer shall return the Performance Security and, if applicable, the ESHS HS Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.  Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security and, if applicable, the ESHS Performance Security in that currency by an equal percentage.”  In the following General Conditions sub-clauses, the term “Performance Security” is replaced with: “Performance Security and, if applicable, an Environmental, Social, Health and Safety (ESHS) Performance Security”:  2.1- Right of Access to the Site  14.6- Issue of Interim Payment Certificate  14.7(a)- Payment  14.12- Discharge  15.2 (a)- Termination  15.5- Employer’s Entitlement to Termination  16.4 (a)- Payment on termination” |
| **Sub-Clause 4.3** | **Contractor’s Representative** |
|  | In the second paragraph, “in terms of Sub- Clause 6.9 [Contractor’s Personnel]” is added after “revoked.” The following sentence is added at the end of the Sub-Clause:  “If the Contractor’s Representative’s delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.” |
| **Sub-Clause 4.4** | **Subcontractors** |
|  | In (a), “solely of” is added after: “suppliers”.  In (b), before “and”, the following is added after replacing “;” by “.”.  “When requesting such a prior consent, the contractor shall submit, in addition to any other required document, an undertaking from each proposed subcontractor to confirm that they have read, understand and shall comply with the ESHS obligations and code of conduct of the Contract;”  Add the following text at the end of the Sub-Clause:  The following is added at the end of the Sub-Clause: “The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 *[Confidential Details]* apply equally to each Subcontractor. Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Sub-Contractors.  If a Subcontractor’s obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect**.**” |
| **Sub-Clause 4.6** | **Cooperation** |
|  | In the second paragraph “to suffer delays and/or” is added before “to incur Unforeseeable Cost.” |
| **Sub-Clause 4.8** | **Prevent Work related Risks**  Insert the following text at the end of Sub-Clause 4.8:  "From the beginning of the works, the Contractor shall have to report on the environmental, social, health and safety in the workplace obligations, including the following indicators, and others as determined by the Engineer: |
|  | 1. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies; 2. health and safety incidents, accidents, injuries and all fatalities that require treatment; 3. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none); 4. status of all permits and agreements:    1. work permits: number required, number received, actions taken for those not received;    2. status of permits and consents:       * + list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);         + list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);         + identify major activities undertaken in each area this month and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);         + for quarries: status of relocation and compensation (completed, or details of monthly activities and current status). 5. health and safety supervision:   safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;  number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);   1. worker accommodations:   number of expats housed in accommodations, number of locals;  date of last inspection, and highlights of inspection including status of accommodations’ compliance with national and local law and good practice, including sanitation, space, etc.;  actions taken to recommend/require improved conditions, or to improve conditions.   1. HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided); 2. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed); 3. training:   number of new workers, number receiving induction training, dates of induction training;  number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS) environmental and social training;  number and dates of HIV/AIDS, zika and chikungunya sensitization training, no. workers receiving training (this month and in the past); same questions for gender sensitization, flag lady/flagman training.  number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.   1. environmental and social supervision:   environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;  sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and  community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.   1. Grievances: list this month’s and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):   Worker grievances;  Community grievances   1. Traffic and vehicles/equipment:   traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;  accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;  overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).   1. Environmental mitigations and issues (what has been done):   dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/muram/spoil lorries with covers, actions taken for uncovered vehicles;  erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;  quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken this month at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;  blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);  spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;  waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;  details of tree plantings and other mitigations required undertaken this month;  details of water and swamp protection mitigations required undertaken this month.   1. compliance:   compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;  compliance status of ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance  other unresolved issues from previous months related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc.  compliance status of Health and Safety Management Plan or statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance  other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed. |
| **Sub-Clause 4.12** | * + - 1. **Unforeseeable Physical Conditions** |
|  | The last paragraph is replaced with: “The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor’s interpretation of any such evidence.” |
| **Sub-Clause 4.13** | * + - 1. **Rights of Way and Facilities** |
|  | The sub-clause is replaced with the following: “Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, following procedures consistent with IDB safeguard policies, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.” |
| **Sub-Clause 4.15** | * + - 1. **Access Route** |
|  | “at Base Date” is added at the end of the first sentence. |
| **Sub-Clause 4.21** | **Progress Reports**  Sub-Clause 4.21 (g) is replaced by the following:  **“4.21 (g)** the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix C”  *[Add any additional reporting requirement as 4.21 (h)]*  At the end of, and as part of Sub-Clause 4.21 add a new paragraph as follows:  “**4.21** The Contractor shall provide immediate notification to the Engineer of incidents in the following categories. Full details of such incidents shall be provided to the Engineer within the timeframe agreed with the Engineer.   * + 1. confirmed or likely violation of any law or international agreement;     2. any fatality or serious (lost time) injury;     3. significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)     4. major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or   any allegation of gender-based violence (GBV), sexual harassment or sexual misbehavior, child abuse, defilement, or other violations involving children. |
| **Sub-Clause 6.1** | **Engagement of Staff and Labour** |
|  | The Sub-Clause is replaced with:  **“6.1 Engagement of staff and Labour** - Except as otherwise stated in the Employer’s Requirements, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing.  The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.” |
| **Sub-Clause 6.2** | **Rates of Wages and Conditions of Labour** |
|  | The following paragraph is added: “The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.” |
| **Sub-Clause 6.7** | **Health and Safety** |
|  | The last paragraph is replaced with: “The Contractor shall maintain records and make reports concerning accidents, health, safety and welfare of persons, and damage to property in accordance with Sub-Clause 4.21.  “The following three paragraphs are added at the end:  “HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS and other sexual transmissible disease, dengue, zika and chikungunya awareness program via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor’s Personnel and the local community, to promote early diagnosis and to assist affected individuals  The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and Labour (including all the Contractor's employees, all Subcontractors and any other Contractor’s or Employer’s personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labour  The Contractor shall include in the program to be submitted for the execution of the Works under Sub-Clause 8.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related Employer’s Requirements. For each component, the programme shall detail the resources to be provided or utilized and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation.”  The program shall include a cost estimate and support documentation. |
| **Sub-Clause 6.9** | * + - 1. **Contractor’s Personnel** |
|  | “or” at the end of sub-paragraph “(c)” is deleted, and the following added as sub-paragraphs (e) and (f):  “**6.9(e)** based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or  **“6.9(f)** undertakes behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence (GBV), illicit activity or crime).”  After the sentence: “*If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.*” the following is added as a new paragraph:  “The Contractor’s Personnel includes Key Personnel. If the Contractor intends to replace a Key Personnel, the Contractor shall, not less than 30 days before the intended date of replacement, give notice to the Engineer, the name, address, academic qualifications and relevant experience of the intended replacement Key Personnel. The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Key Personnel or appoint a replacement.” |
| **Sub-Clause 6.12 to 6.24** | The following additional sub-clauses are added: |
|  | **“6.12 Foreign Personnel**  The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer shall, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, and national or government permission required for bringing in the Contractor’s personnel.  The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.  **6.13 Supply of Foodstuffs**  The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer’s Requirements at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.  **6.14 Supply of Water**  The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.  **6.15 Measures against Insect and Pest Nuisance**  The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.  **6.16 Alcoholic Liquor or Drugs**  The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.  **6.17 Arms and Ammunition**  The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so  **6.18 Festivals and Religious Customs**  The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.  **6.19 Funeral Arrangements**  The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.  **6.20 Prohibition of Forced or Compulsory Labour**  The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour -contracting arrangements.  **6.21 Prohibition of Harmful Child Labour**  The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.  **6.22 Employment Records of Workers**  The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor’s Personnel and Equipment].  **6.23 Workers’ Organizations**  In countries where the relevant labour laws recognize workers’ rights to form and to join workers’ organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers’ organizations, the Contractor shall enable alternative means for the Contractor’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor’s Personnel from forming or joining workers’ organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor’s Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers’ representatives. Workers’ organizations are expected to fairly represent the workers in the workforce.”  **6.24 Non-Discrimination and Equal Opportunity**  The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause’s requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. |

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| **Sub-Clause 7.4** | * + - 1. **Testing** |
|  | The second paragraph starts as: “Except as otherwise specified in the Contract, the Contractor shall….” |
| **Sub-Clause 7.7** | **Ownership of Plant and Materials** |
|  | The first paragraph starts as: “Except as otherwise specified in the Contract, each item of ….” Further in sub-paragraph (b), “when the contractor is entitled to payment of the value” is replaced with “when the Contractor is paid the corresponding value ... ” |
| **Sub-Clause 8.1** | * + - 1. **Commencement of Work** |
|  | The Sub- Clause is replaced with the following:  “**8.1 Commencement of Work**  Except as otherwise specified in the Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer’s notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:   1. signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country; 2. delivery to the Contractor of reasonable evidence of the Employer’s financial arrangements (under Sub-Clause 2.4 [Employer’s Financial Arrangements]); 3. except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works 4. receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.   If the said Engineer’s instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].  Last paragraph is replaced as follows: "Without prejudice to Sub-Clause 4.1 of the Particular Conditions, the Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.” |
| **Sub-Clause 8.6** | * + - 1. **Rate of Progress** |
|  | The following is added as the last paragraph of the sub- clause: “Additional costs of revised methods including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor. |
| **Sub-Clause 8.12** | * + - 1. **Resumption of Work** |
|  | The following is added at the end of the sub-clause after “suspension”: “after receiving from the Engineer an instruction to this effect under Clause 13 *[Variations and Adjustments].* |
| **Sub-Clause 9.1, 12.1** | **Tests on Completion and Test after completion** |
|  | In the third paragraph of Sub-Clause 9.1 and in the first paragraph of Sub-Clause 12.1: “Unless otherwise stated in the Particular Conditions” is replaced with “Unless otherwise stated in the Employer’s Requirements”. |
| **Sub-Clause 11.3** | **Extension of Defects Notification Period** |
|  | In the first sentence, “defect or damage” is replaced with “defect or by reason of damage attributable to the Contractor.” |
| **Sub-Clause 11.10** | * + - 1. **Unfulfilled Obligations** |
|  | *[Note to Employer: Amend if responsibilities deadlines differ in each country.]*  The responsibility period counted after the Performance Certificate is:  (a) 10 years when there are failures or structural defects  (b) 5 years, when there are construction elements or facilities failures or defects;  (3) 3 years when there are failures or defects affecting the finishing or completion of projects; and  (4) 5 years when failures or defects may not be adapted or made equal to those identified *supra*. |
| **Sub-Clause 11.11** | * + - 1. **Clearance of Site** |
|  | In the second paragraph, “after the Employer receives a copy of the Performance Certificate” is replaced with: “after receipt by the Contractor of the Performance certificate” |
| **Sub-Clause 13.1** | * + - 1. **Right to Vary** |
|  | At the end of the first paragraph, “unless otherwise agreed by the Parties” is added.  In the second paragraph, the “or” is deleted before (iii), and the following is added after “Schedule of Guarantees”: “or (iv) it may adversely affect the Contractor’s obligation to complete the Works so that they shall be fit for the purpose(s) for which they are intended under Sub-Clause 4.1 (Contractor’s General Obligations) |
| **Sub-Clause 13.3** | **Variation Procedure or Procedure to Make Changes**  Sub-Clause 13.3. (a) is replaced with the following:  “13.3 (a) a description of the proposed design and/or work to be performed, a programme for its execution and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;” At the end of Sub-Clause the following text is added:  "Without prejudice of all other obligations of the Engineer stated in Sub-Clauses 13.1 y 13.3, related to notification of Variations, Forms and Annexes No.1 to No. 6 of these “Particular Conditions " shall be used. |
| **Sub-Clause 13.7** | * + - 1. **Adjustments for Change in Legislation** |
|  | The following is added at the end of the sub-clause:  “Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].” |
| **Sub-Clause 13.8** | **Adjustments for Changes in Cost**  Add the following texts to Sub-Clause 13.8:  "The readjustment to prices shall apply after a 3% variation in the indexes. Should the variation in any index, during any period be lower or equal to 3%, it shall be considered as there is no variation in the index.  If the current price index indicates a 15% increase, or more over the base price, the Contractor shall not be able to carry out activities related to the affected items without a written approval from the Engineer.  The maximum allowable adjustment shall be limited to an increase  of \_\_\_\_\_\_\_\_ *[Note to Employer, for example 25% but the Employer may justify using a different percentage or, not indicate any limit, depending on the expected inflation rate during the construction period*] of the terms base price.  If the maximum adjustment permitted is achieved for any of the items, the Employer reserves its right to reduce the quantities of work or facilities associated to the items reaching the maximum adjustment permitted.  Price(s) readjustments do not apply to works implemented outside the original execution timetables and extension granted. Prices regarding Works executed outside the approved current timetable must be executed by the Contractor for the value of contractual prices without readjustment.  Price readjustments shall be calculated according to the Preamble instructions and the indexes in the Adjustment Data Form, Section V “Bidding Forms” of the bidding document, if they were submitted by the Contractor  The Employer shall not make or pay any type of the contract price readjustment as a result of variations in the financing conditions or interest rate changes in the national or international markets”.  Period “n” applicable to adjustment multiplier “Pn”: 2 (two months). |
| **Sub-Clause 14.1** | **Contract Price** |
|  | *Alternative paragraph [Note to Employer: the issue of exemptions is complex, and varies from one country to another and from one project to another. The Employer must amend this clause or not use it based on whether he/she/it prefers to pay the cost of taxes included in the Contract price, or try to make available the means to lower the tax impact of some of the Contractor processes. The following paragraph is offered as an example*  The following new paragraph (e) is added after paragraph (d):  Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation, as long as the Contractor submits to the custom authorities at the port of entry an export bond or approved bank guarantee, valid for a specific due date plus six months, for an amount equivalent to all import duties and taxes, to be payable on the appraised import value of that equipment and parts, and to be called if the equipment is not exported from the country at the end of the Contract. The Contractor shall deliver to the Employer a copy of the bond or bank guarantee endorsed by the custom authorities at the time of importing the Contractor’s equipment individual elements and parts. At the time of exporting the Contractor’s equipment individual elements or parts, or once the contract is concluded, the Contractor shall prepare for the approval of the custom authorities, an appraisal of residual value of the contractor’s equipment and parts that shall be exported, based on depreciation scale(s) and other criteria that the custom authorities use to that end according to the provisions of the applicable law. The Contractor shall have to pay to the custom authorities import duties and taxes declared due and payable on (a) the difference between the initial import value and the residual value of the Contractor’s equipment and parts that shall be exported; and (b) on the initial import value of the Contractor’s equipment and parts that shall remain in the country after the Contract completion. Once the amount owed is paid, accordingly, within 28 days from the respective billing, the bond or bank guarantee shall be reduced or released; otherwise, the guarantee shall have to become effective for the total remaining amount.”    *[If payment for any part of the Works is to be made on the basis of measurement, the part must be defined in the Contract, and the following text may be used:]*  “The Engineer shall agree or determine the value of those parts of the Works which are to be measured, in accordance with Sub-Clause 3.5. Measurement shall be made of the net actual quantities of those parts notwithstanding local practice.  Whenever the Engineer requires any part of the Works to be measured reasonable notice shall be given to the Contractor’s Representative, who shall:   1. promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and 2. supply any particulars requested by the Engineer.   If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.  Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured by records, they shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend to examine and agree these records, they shall be accepted as accurate.  If the Contractor examines and disagrees with the records, and/or does not sign them as agreed, then the Contractor shall notify the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them. If the Contractor does not so notify the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate” |
| **Sub-Clause 14.2** | **Advance Payment** |
|  | The Sub-Clause is replaced by the following:  “**14.2 Advance Payment**  The Employer shall make an advance payment, as an interest-free loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.  Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.  The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security and, if applicable, an ESHS Performance Security, in accordance with Sub-Clause 4.2 [Performance Security and, if applicable, an ESHS Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.  The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.  Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:   1. deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and 2. deductions shall be made at the amortization rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.   If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer] and Sub-clause 19.6 [Optional Termination], except for Sub-Clause 15.5 [Employer’s Entitlement to Termination for Convenience], payable by the Contractor to the Employer.” |
| **Sub-Clause 14.3** | **Application for interim Payment Certificates**  In the first paragraph, second line: “Contract” is replaced with “Contract Data.” |
| **Sub-Clause 14.4** | * + - 1. **Schedule of Payments** |
|  | In paragraph (c), add the words “or greater” after the word “below” in both cases.  At the end of the Sub=Clause add:  "Before start-up of the Permanent Works, the Contractor shall submit the cost estimate for the main activities of the Permanent Works (The “PMPW”) along with any information related and calculations reasonably required by the Engineer. The PMPW should include the final measures expected for the Permanent Works main elements, which should have been valued using such prices so that the total amount shall be equivalent to the Contract Price. The PMPW should not contain any price regarding elements for Temporary Works. Valuing each one of the elements for these works, and any one of the work elements not described in the PMPW, should be included in the respective prices for the Permanent Works to be built using these elements.  The PMPW shall have to be subject to the Engineer’s approval, and can be rejected at any time, notwithstanding the final amount considering the Contract. The PMPW shall be reviewed and reformulated, if so it seems, at any moment before Acceptance, which shall not completely represent the Permanent Works once completed.  During the Completion Period and for purposes of Sub-Clause 14.3(a), the contract cost should not exceed the amount calculated based on the updated PMPW due to measurements of Permanent Works already built according to Contract. Each Cost Explained shall have to”   1. use the same format as the updated PMPW, 2. include a signed declaration to the effect that the updated PMPW (including expected final amounts) and the built works measurements are all accurate, and 3. be supported by a certificate signed by the Contractor Representative confirming that the part of Works built so far complies with the Contract." |
| **Sub-Clause 14.6** | **Issue of Interim Payment Certificates** |
|  | In the first paragraph, “issue to the Employer” is replaced with “deliver to the Employer and to the Contractor.” |
|  | The following is added to the third paragraph as (c):   1. if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: 2. failure to comply with any ESHS requirements described in the Employer’s Requirements; 3. failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; 4. failure to implement the C-ESMP; 5. failing to have appropriate consents/permits prior to undertaking Works or related activities; 6. failure to submit ESHS report/s (as described in Particular Conditions of Contract 4.8, or failure to submit such reports in a timely manner;   (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s). |

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| **Sub-Clause 14.7** | **Payment** | |
|  | Sub-paragraphs (b) and (c) are replaced with the following  “(b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents; or, at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and  (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate; or, at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”  Add a paragraph (d): The Agreement shall set forth the Terms and Conditions of Payment"" | |
| **Sub-Clause 14.8** | * + - 1. **Delayed Payment** | |
|  | In the second paragraph,4th line, after “currency of payment,” the following is inserted: “or if not available, the interbank offered rate,” | |
| **Sub-Clause 14.9** | * + - 1. **Payment of Retention Money** | |
|  | The Sub- Clause is replaced in its entirety as follows:  “**14.9- Payment of Retention Money**  When the Taking-Over Certificate has been issued for the Works, and the Works have passed all specified tests (including the Tests after completion, if any), the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.  Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.  However, if any work remains to be executed under Clause 11 [Defects Liability] or Clause 12 [Tests After Completion], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.  When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].  Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ESHS Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.  If the Performance Security and, if applicable, an ESHS Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee shall not be required. If the amount guaranteed under the Performance Security and, if applicable, an ESHS Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee shall only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ESHS Performance Security. | |
| **Sub-Clause 14.11** | **Application for Final Payment Certificate** | |
|  | In the second paragraph, after “may reasonable require”, the following is inserted: “within 28 days from receipt of said draft” | |
| **Sub-Clause 14.13** | * + - 1. **Issue of Final Payment Certificate** | |
|  | * + - 1. In the first paragraph, “issue, to the Employer,” is replaced with “deliver, to the Employer and to the Contractor”. Further (a) is replaced with: “the amount which he fairly determines is finally due, and | |
| **Sub-Clause 14.15** | * + - 1. **Currencies of Payment** | |
|  | In the first paragraph, “Unless otherwise stated in the Particular Conditions” is deleted. | |
| **Sub-Clause 15.2** | * + - 1. **Termination by Employer** | |
|  | The following is added as (h) before “or if any of the Contractor’s Personnel”: “(h) based on reasonable evidence, has engaged in Prohibited Practices as defined in Clause 15.8 General Conditions, in competing for or in executing the Contract; and if the Contractor substantially prevents the exercise of the Bank's rights to perform audits, notwithstanding the provisions of Subclause 15.6.1 (f). of this Contract.”  Further in the second paragraph, “or (h)” is added after “or (g)” and paragraph (h) is renumbered (i).  In addition, subparagraph 15.2 (c) (ii) includes the notorious inability of the Contractor to complete the Works as designed by the Contractor, so decided by the Engineer and the Employer due to holdups or unjustified delays in the work Program. | |
| **Sub-Clause 15.5** | **Employer’s Entitlement to Termination for Convenience** | |
|  | The following inserted at the end of the first paragraph: “or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]”. Further, in the second paragraph reference to “Sub-Clause 19.6 [ Optional Termination, Payment and Release]” is changed to “Sub- Clause 16.4 [ Payment on Termination]” | |
| **Sub-Clause 15.6** | **Prohibited Practices** | |
|  | Add the following Sub-Clause:  15.6.1 The Bank requires all Borrowers (including grant beneficiaries), executing entities, and contracting agencies, also, all companies, entities or individual Bidders about to participate or participating in Bank financed activities, among others, to include petitioners, Bidders, assets suppliers, contractors, consultants, staff members, subcontractors, sub- consultants, services providers and concessionaries (and their respective officials, employees and representatives, with express or implicit responsibilities, as it may be) to observe the highest ethical principles and report to the Bank[[8]](#footnote-9) any suspicious action that may be construed, or aware, or informed to be a Prohibited Practice, during the contract selection process, negotiations, or execution. Prohibited Practices are: (i) corruptive practices; (ii) fraudulent practices; (iii) coercive practices; and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanism to report when alleged Prohibited Practices have been committed. Any complaint must be referred to the Office of Institutional Integrity (OII) in the Bank to be duly investigated. The Bank has also adopted sanction procedures to resolve cases and entered into agreements with other International Financial Institutions (IFI) to count on reciprocal acknowledgement of sanctions set by their relevant discipline bodies.  (a) For purposes of this provision, the Bank defines the following terms:  (i) A corruptive practice means to offer, give, receive, or solicit, directly or indirectly, anything of value to unduly influence actions of another party;  (ii) A fraudulent practice means any action or omission, distorting facts and circumstances which deliberately or recklessly, deceive, or attempt to deceive any party to obtain a financial benefit or of another nature or to avoid an obligation;  (iii) A coercive practice means to harm or damage, threaten with detriment or cause harm, directly or indirectly, any party or their assets to unduly influence the actions of another party;  (iv)A collusive practice means an agreement between two or more parties with the intent to reach an inappropriate purpose, including to inappropriately influence the actions of another party;  (v) An obstructive practice means to:  a.a. destroy, falsify, alter or conceal deliberately significant evidence for the investigation or make false declarations to the investigators with the purpose of materially preventing an investigation by the Bank Group of reports about a corrupt, fraudulent, coercive or collusive practice; and/or threaten, harass, or intimidate any party in order to prevent revealing their knowledge about matters significant to the investigation or that the investigations may proceed; or  b.b. any action with the purpose of materially preventing the Bank to exercise the right to inspect and auditing outlined in paragraph 15.6.1 (f) below.  (b) Should it be decided that, in accord with the Bank sanction Procedures any company, entity or individual acting as a bidder or participating in an activity that is Bank financed among others, applicants, Bidders, suppliers, contractors, consultants, staff members, subcontractors, sub-consultants, assets or services providers, concessionaries, Borrowers (including grant Beneficiaries), executing agencies or Employer agencies (including their respective officials, employees and representatives, either with express or implicit responsibilities) have committed an Prohibited Practice at any stage of a the contract award or execution, the Bank may:  (i) not finance any contract award Bid to procure goods or services, projects contracting, or consulting services;  (ii) suspend the operation disbursements if it is decided in any stage, that an employee, agency or Borrower representative, the Executing Entity or the Employer Agency has committed a Prohibited Practice;  (iii)declare a contract not eligible for Bank financing and cancel and/or expedite payment of any part of the loan or grant unequivocally related to a contract, when there is evidence that the Borrowers representative or Beneficiary of a grant has not taken the adequate corrective measures (which include, among other things, appropriately notifying the Bank after learning that a Prohibited Practice has been committed) within the time that the Bank considers reasonable;  (iv) issue an admonishment to the company, entity or individual in the manner of a formal letter objecting to such conduct;  (v) declare ineligible a company, entity or individual, permanently or for a specific time span, to (i) be awarded contractors or participate in Bank financed activities, and (ii) be designated a sub-consultant, subcontractor, or assets or services supplier for another eligible company that is awarded a contract to execute Bank financed activities  (vi) refer the matter to the relevant authorities in charge of enforcing the laws; and/or,  (vii) impose other sanctions deemed appropriate under the particular case, including fines that for the Bank shall represent the reimbursement of expenses related to investigations and proceedings. These sanctions may be imposed additionally or as a substitution for the sanctions referenced above.  (c) Provisions in paragraph 1.6.1 (b), subparagraphs (i) and (ii) shall also apply in cases the parties have been temporarily declared ineligible to be awarded new contracts while awaiting a final decision in a sanction proceeding, or any other resolution.  (d) Any measured imposed by the Bank pursuant any provision aforementioned shall be public.  (e) Likewise, any company, entity or individual acting as bidder and participating in a Bank financed activity, including, among others, applicants, Bidders, assets suppliers, contractors, consultants, staff members, subcontractors, sub-consultants, services providers, concessionaries, Borrowers (included grant beneficiaries), executing agencies or contracting parties (to include their respective officials, employees, and representatives either with express or implicit responsibilities may be subject to sanction in accordance with the provisions in agreements that the Bank entered with another International Financial Institution (IFI) in regard to reciprocal acknowledgement of ineligibility decisions. For purposes of this paragraph, the term “sanction” includes all permanent ineligibility, conditions to participate in future contracts or adopt public measures as a response to a breach within the current framework of an International Financial Institution (IFI) applicable to resolve reports of Prohibited Practices committed.  (f) The Bank requires that applicants, Bidders, assets suppliers and their representatives, contractors, consultants, staff members, subcontractors, sub-consultants, services providers and their representatives, and concessionaries allow the Bank to review any accounts, records and other documents related to Bids submissions and with contract compliance and to subject them to an audit by Bank designated auditors. Any applicant, bidder, assets supplier and his/her representative, contractor, consultant, staff member, subcontractor, sub-consultant, services provider and concessionary shall have to fully assist the Bank in its investigation. The Bank also requires applicants, Bidders, assets suppliers and their representatives, contractors, consultants, staff members, subcontractors, services providers and concessionaries to: (i) keep all documents and records related to Bank financed activities for a period of seven(7) years after the Project considered in that particular contract is complete; and (ii) hand in every document necessary for the investigation of reports of Prohibited Practices committed (iii) insure that the applicant, their employees or agents, Bidders, assets suppliers, and their representatives, contractors, consultants, subcontractors, sub-consultants, services providers and concessionaries, be knowledgeable of Bank financed activities and that they are available to answer questions related to the investigation, from Bank staff or any investigator, agent, auditor or consultant properly designated. Should the applicant, bidder, assets supplier and its representative, contractor, consultant, staff member, subcontractor, sub-consultant, services provider or concessionary refuse to cooperate or fail to comply with the Bank requirement, or in any way hinder the Bank investigation, then the Bank, at its sole discretion, may take the appropriate measures against the applicant, bidder, assets supplier and its representative, Contractor, consultant, staff member, subcontractor, sub-consultant, services provider or concessionary.  (g) When a Borrower procures assets, different services of consulting services, works or consulting services directly from a specialized agency, all provisions within paragraph 15.6 relative to sanctions and Prohibited Practices shall be fully applied to applicants, Bidders, assets, suppliers and their representatives, contractors, consultants, staff members, subcontractors, sub-consultants, services providers, concessionaries (included their respective officials, employees and representatives, either with express or implicit responsibilities), or any other entity who has signed contracts with said specialized agency to supply assets, works or services different than consulting services rendered for Bank financed activities. The Bank reserves its right to compel the Borrower to be covered by resources such as suspension or rescission. The specialized agencies shall have to consult the list of companies and individuals declared ineligible by the Bank, either permanently or temporarily. In case a specialized agency signs a contract or a purchase order with a company or individual declared temporarily or permanently ineligible by the Bank, the Bank shall not finance the related expenses and shall also be covered by other measures deemed to be advisable.  15.6.2 By submitting bids Bidders including in all cases, the directors, key personnel, principal shareholders, proposed personnel and agents represent and guarantee:   1. that they have read an understood the definition of Bank Prohibited Practices and the applicable sanctions when committed and are set forth in this document and that they commit to uphold their relevant standards; 2. that they have not engaged or will not incur in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this Contract; 3. that they have not distorted or concealed any substantial fact during the selection, negotiation, award or contract execution procedures; 4. that neither themselves, nor their representatives, subcontractors, sub-consultants, directors, key personnel or principal shareholders, have been declared ineligible or have been declared guilty of crimes related to committing Prohibited Practices by the Bank or another International Finance Institution (IFI) with which the Bank entered into an agreement of reciprocal acknowledgment sanctions to obtain Bank financed contract awards or from another IFI; 5. that they have declared all commissions, the representative fees, payments for facilitating services or agreements to share revenues related to the Bank financed activities; 6. that they recognize that non-compliance of any of these guarantees is grounds for the Bank to enforce one or more of the measures described in Clause 15.6.1 (b). | |
| **Sub-Clause 16.1** | **Right of Contractor to Suspend Works** | |
|  | The following paragraph added after the first paragraph: “Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank provided that the Employer does not have an alternative source of financing.” | |
| **Sub-Clause 16.2** | **Termination by Contractor** | |
|  | Replace (d) with: “the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,”  Further, the “or” is deleted at the end of sub-paragraph (f), and the following is added as a new sub-paragraph (h): “the Contractor does not receive the Engineer’s instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].  The following is added as penultimate paragraph: “In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 , or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.” | |
| **Sub-Clause 16.3** | **Cessation of Work and Removal of Contractor’s Equipment**  “Sub-Clause 15.5 *[Employer’s Entitlement to Termination]”* is replaced with: “Sub-Clause 15.5 *[Employer’s Entitlement to Termination for Convenience]”.* | |
| **Sub-Clause 17.1** | **Risks and Responsibilities** | |
|  | Sub-paragraph (b) is replaced with:  “damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the design, execution or completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence or willful act or breach of the Contract by the Employer, the Employer’s Personnel, their respective agents, or anyone directly or indirectly employed by any of them.” | |
| **Sub-Clause 17.3** | * + - 1. **Employer’s Risks** | |
|  | The first line is replaced with: “The risks referred to in Sub-Clause 17.4 *[Consequences of Employer’s Risks]* below, insofar as they directly affect the execution of the Works in the Country, are:”  Further, in sub-paragraph (b), “sabotage by persons other than the Contractor’s Personnel” is added before “,revolution” Further, in sub-paragraph (c) “and other employees of the Contractor and Subcontractors” is deleted. | |
| **Sub-Clause 17.4** | * + - 1. **Consequences of Employer’s Risks** | |
|  | In sub-paragraph (b) “reasonable profit on the Cost shall also be included” is replaced with: “Cost plus profit shall be payable.” | |
| **Sub-Clause 17.6** | **Limitation of Liability**:  “Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 *[Delay Damages*]; Sub-Clause 11.2 *[Cost of Remedying Defects];* Sub-Clause 15.4 *[Payment after Termination];* Sub-Clause 16.4 *[Payment on Termination]*; Sub-Clause 17.1 *[Indemnities];* Sub-Clause 17.4(b) *[Consequences of Employer’s Risks]* and Sub-Clause 17.5 *[Intellectual and Industrial Property Rights].*  The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 *[Employer’s Equipment and Free-Issue Materials]*, Sub-Clause 17.1 *[Indemnities]* and Sub-Clause 17.5 *[Intellectual and Industrial Property Rights],* shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.  This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.” | |
| **Sub-Clause 17.7 (new)** | **Use of Employer’s Accommodation/Facilities** | |
|  | Add the following to Sub-Clause 17.1  “**Sub-Clause 17.7- Use of Employer’s Accommodation/Facilities**  The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Employer’s Requirements, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).  If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.” | |
| **Sub-Clause 18.1** | * + - 1. **General Requirements for Insurances** | |
|  | The third paragraph is replaced with: “Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.” Further the following is added as the final paragraph: “The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.”  Add the following text at the end of Sub-Clause 18.1:  "The Contractor shall have to subscribe to a professional responsibility insurance to cover the risk of professional negligence for the design / Works Project. This insurance has minimum coverage, in the amount no lower than is specified in the Contract Data.  The Contractor shall have to make the necessary efforts to maintain this professional compensation insurance full current and effective until delivery of the Compliance Certificate.  The Contractor commits to notify the Employer immediately of any difficulties in extending, renew or reinstate this insurance.”  In addition to insurance outlined in the text of this amended clause, the Contractor shall have to obtain the following insurance, under terms and minimum conditions as established in the **Insurance Annex,** Section IX, “Annex to the Specific Contract Conditions Forms”:   1. Third Party Contractor Liability Insurance, according to Sub-Clause 18.3; 2. Contractor Construction Facility and Equipment Insurance 3. Contractor Vehicle Liability Insurance 4. Contractor Sea Freight/Transportation Insurance 5. Contractor Protection and Compensation Insurance 6. Contractor Maintenance Services Insurance 7. Other insurance | |
| **Sub-Clause 18.2** | **Insurance for Works and Contractor’s Equipment** | |
|  | (b) is replaced with:  “shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,”  Further in the first line in (d), add”, to the extent specifically required in the tender documents of the Contract,” after “cover”. | |
| **Sub-Clause 18.4** | * + - 1. **Insurance for Contractor’s Personnel** | |
|  | The second paragraph is replaced with: “The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.” | |
| **Sub-Clause 19.1** | **Definition of Force Majeure** | |
|  | The following added in (ii) before “revolution”: sabotage by persons other than the Contractor’s Personnel,” Further in (iii) and other employees of the Contractor and Subcontractors” is deleted. | |
| **Sub-Clause 19.4** | **Consequences of Force Majeure** | |
|  | Sub-paragraph (b) is replaced with: “if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 *[Definition of Force Majeure]* and, in sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.*2 [Insurance for Works and Contractor’s Equipment].* | |
| **Sub-Clause 19.6** | **Optional Termination, Payment and Release** | |
|  | In sub-paragraph (c), “and necessarily” is inserted after “reasonably” | |
| **Sub-Clause 20** | **Claims, Disputes and Arbitration** and its **Appendix A to the General Conditions**: | |
|  | “DB” and “Dispute Board” replace “DAB” and “Dispute Adjudication Board” respectively. The term "adjudicator" is also deleted. | |
| **Sub-Clause 20.1** | **Contractor Claims** | |
|  | In the eighth paragraph, “Within the above defined period of 42 days” is inserted before “the Engineer shall proceed”. Further, the following is inserted as a new paragraph after the eight paragraphs: “If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the Dispute Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Board’s Decision].” | |
| **Sub-Clause 20.2** | **Appointment of the Dispute Board** | |
|  | The entire Sub-Clause is replaced with the following:    “**20.2- Appointment of the Dispute Board**  Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Board’s Decision]. The Parties shall appoint a DB by the date stated in the Contract Data.  The DB shall comprise, as stated in the Contract Data, either one or three suitably qualified persons (“the members”), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.  If the Parties have not jointly appointed the DB 21 days before the date stated in the Contract Data and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.  However, if a list of potential members has been agreed by the Parties and is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.  The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix A to these General Conditions, with such amendments as are agreed between them  The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration  If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.  If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.  The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 *[Discharge]* shall have become effective.” | |
| **Sub-Clause 20.3** | **Failure to agree on the Composition of the Dispute Board** | |
|  | In sub-paragraph (b), “, or fails to approved a member nominated by the other Party, “is added after “(for approval by the other Party). | |
| **Sub-Clause 20.4** | **Obtaining Dispute Board’s Decision** | |
|  | In paragraph 5, in the second line “and intention to commence arbitration” is added after “dissatisfaction”. In the fourth line: “or such payment” is deleted. | |
| **Sub- Clause 20.6** | **Arbitration** |
|  | The first paragraph is replaced with:  “Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB’s decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:  (a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; international arbitration in accordance with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 *[Law and Language].*  (b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country. |

**APPENDIX**

**A General Conditions of Dispute Board Agreement**

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| **1. Definitions** | Each “Dispute Board Agreement” is a tripartite agreement by and between:  (a) the “Employer”;  (b) the “Contractor”; and  (c) the “Member” who is defined in the Dispute Board Agreement as being:  (i) the sole member of the "DB" and, where this is the case, all references to the “Other Members” do not apply, or  (ii) one of the three persons who are jointly called the “DB” (or “Dispute Board”) and, where this is the case, the other two persons are called the “Other Members.” |
|  | The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract. |
| **2. General Provisions** | Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:  (a) the Commencement Date defined in the Contract,  (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or  (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a Dispute Board Agreement.  This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period. |
| **3. Warranties** | The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which may appear inconsistent with his/her warranty and agreement of impartiality and independence. |
|  | When appointing the Member, the Employer and the Contractor relied upon the Member’s representations that he/she is:  (a) experienced in the work which the Contractor is to carry out under the Contract,  (b) experienced in the interpretation of contract documentation, and  (c) fluent in the language for communications defined in the Contract. |
| **4. General Obligations of the Member** | The Member shall:  (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;  (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;  (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;  (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);  (e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;  (f) not give advice to the Employer, the Contractor, the Employer’s Personnel or the Contractor’s Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;  (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;  (h) ensure his/her availability for all site visits and hearings as are necessary;  (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;  (j) treat the details of the Contract and all the DB’s activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and  (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any). |
| **5. General Obligations of the Employer and the Contractor** | The Employer, the Contractor, the Employer’s Personnel and the Contractor’s Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB’s activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer’s Personnel and the Contractor’s Personnel respectively. |
|  | The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):  (a) be appointed as an arbitrator in any arbitration under the Contract;  (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or  (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member’s functions, unless the act or omission is shown to have been in bad faith. |
|  | The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph. |
|  | Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which shall require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member. |
| **6. Payment** | The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:  (a) a retainer fee per calendar month, which shall be considered as payment in full for:  (i) being available on 28 days’ notice for all Site visits and hearings;  (ii) becoming and remaining conversant with all project developments and maintaining relevant files;  (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and  (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause. |
|  | The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works. |
|  | With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.  (b) a daily fee which shall be considered as payment in full for:  (i) each day or part of a day up to a maximum of two days’ travel time in each direction for the journey between the Member’s home and the Site, or another location of a meeting with the Other Members (if any);  (ii) each working day on Site visits, hearings or preparing decisions; and  (iii) each day spent reading submissions in preparation for a hearing.  (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member’s duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;  (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6. |
|  | The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective. |
|  | If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used. |
|  | The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a Site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor. |
|  | The Contractor shall pay each of the Member’s invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract. |
|  | If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer’s rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract. |
|  | If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7. |
| **7. Termination** | At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days’ notice to the Member; or (ii) the Member may resign as provided for in Clause 2. |
|  | If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member. |
|  | If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both. |
|  | Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect. |
| **8. Default of the Member** | If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply. |
|  | If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply. |
| **9. Disputes** | Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PROCEDURAL RULES** | | | | |
| 1. Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the Site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below. | | | | |
| 1. The timing of and agenda for each Site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of Site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavor to prevent potential problems or claims from becoming disputes. | | | |
| 1. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be coordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each Site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor. | | | | |
| 1. The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons. | | | | |
| 1. If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall: | | | | |
|  |  | | | 1. act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other’s case, and | |
|  |  | | | 1. adopt procedures suitable to the dispute, avoiding unnecessary delay or expense. | |
| 1. The DB may conduct a hearing on the dispute, in which event it shall decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing. | | | | |
| 1. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised. | | | | |
| The Employer and the Contractor empower the DB, among other things, to: | | | | |
|  |  | | 1. establish the procedure to be applied in deciding a dispute, | | |
|  |  | | 1. decide upon the DB’s own jurisdiction, and as to the scope of any dispute referred to it, | | |
|  |  | | 1. conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Policies, | | |
|  |  | | 1. take the initiative in ascertaining the facts and matters required for a decision, | | |
|  |  | | 1. make use of its own specialist knowledge, if any, | | |
|  |  | | 1. decide upon the payment of financing charges in accordance with the Contract, | | |
|  |  | | 1. decide upon any provisional relief such as interim or conservatory measures, and | | |
|  |  | | 1. open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. | | |
| The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons: | | | | |
|  |  | | 1. it shall convene in private after a hearing, in order to have discussions and prepare its decision; | | |
|  |  | | 1. it shall endeavor to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and | | |
|  |  | | 1. if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless: | | |
|  |  | |  | | 1. either the Employer or the Contractor does not agree that they do so, or |
|  |  | |  | | 1. the absent Member is the chairman and he/she instructs the other Members to not make a decision. |

Section IX. Contract Forms

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Beneficial Ownership Disclosure Form

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

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

* *directly or indirectly holding 25% or more of the shares*
* *directly or indirectly holding 25% or more of the voting rights*
* *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

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

**Bidding Identification No**.: [*insert identification*]

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

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

|  |  |  |  |
| --- | --- | --- | --- |
| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares  (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights  (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder  (Yes / No) |
| *[include full name (last, middle, first), nationality, country of residence]* |  |  |  |

***OR***

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

* directly or indirectly holding 25% or more of the shares
* directly or indirectly holding 25% or more of the voting rights
* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

*(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

* directly or indirectly holding 25% or more of the shares
* directly or indirectly holding 25% or more of the voting rights
* directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]”

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

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

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

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

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

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

\*\*\* It is understood that any false or misleading information that has been provided in relation to this requirement may result in actions or sanctions by the Bank in accordance with its rules and policies.

AWARD NOTIFICATION

Letter of Acceptance

***EMPLOYER'S LETTERHEAD***

*. . . . . . .* ***[date]***

To: *[name and address of the Contractor]*

This is to notify you that your Proposal dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Proposers, is hereby accepted by our Agency.

You are requested to furnish the Performance Security and an Environmental, Social, Health and Safety Performance Security ***[Delete ESHS Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ESHS Performance Security Form, ***[Delete reference to the ESHS Performance Security Form if it is not required under the contract]*** included in Section X, Contract Forms, of the request for proposals document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment:** Contract Agreement

Agreement

THIS AGREEMENT entered into this . . . . . day, in the month of . . . . . . . . . . . . ., 20\_\_, between . . . . . . . . . ***[name of Employer]*** (hereafter, “the Employer”), on the one hand, and . . . . . . . . . ***[name of Contractor]*** (hereafter, “the Contractor”), on the other.

WHEREAS, the Employer requires the Contractor to execute the Works named . . . . . . . . ***[name Contract]*** and has accepted the Contractor bid for execution and completion of the Design and Build of the Works and to redress any defects that may arise,

the Employer and Contractor agree the following:

1. In this Agreement terms and expressions shall have the same meaning as attributed in the contract documents they refer to.

2. This Agreement shall prevail over all other contract documents. The following documents listed shall be considered a part of this Contract; such documents must be read and interpreted as a part of the contract:

1. Letter of Acceptance of final designs (or equivalent communication) which shall be included in the Agreement once issued.
2. Letter of Acceptance of the Bid
3. Letter of Bid – Technical and Financial Parts
4. Modifications no \_\_\_\_\_\_\_\_ (if any)
5. Contract Particular Conditions
6. Contract General Conditions, including the Appendices
7. Specifications
8. Drawings
9. List of Activities with Price
10. *[If appropriate: ESHS Plans and ESHS Code of Conduct]*
11. **According to the PCC,** any other document that is part of the Contract.

3. In consideration of the payments to be made by the Employer to the Contractor as specified 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 have executed this present Agreement in accordance with the laws in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this day, month and year as specified above.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed by: |  | Signed by: |  |
| On behalf and in representation of Contractor | | On behalf and in representation of Contractor | |
| Before: |  | Before: |  |
| Witness, name, signature, address, date | | Witness, name, signature, address,  date | |

Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Employer”), of the one part, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

1. Letter of Acceptance of final designs (or equivalent communication) which shall be included in the Agreement once issued.
2. Letter of Acceptance of the Bid
3. Letter of Bid – Technical and Financial Parts
4. Addenda no \_\_\_\_\_\_\_\_ (if any)
5. Particular Conditions
6. General Conditions of Contract, including the Appendices
7. Employers Requirements
8. Drawings
9. List of Activities with Price
10. *[If appropriate: ESHS Plans and ESHS Code of Conduct]*
11. **According to the PCC,** any other document that is part of the Contract.

3. In consideration of the payments to be made by the Employer to the Contractor as specified 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the day, month and year specified above.

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Employer)

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Contractor)

Payment Procedures

In accordance with provisions in Clause 14.7 (d) (Payment), of the GC, the Employer shall make payments to the Contractor of the total amount accepted in the Award Amount in the following manner and periods:

Payments shall be made in the currencies in which the Bidder quoted prices, unless the Parties agreed otherwise. The Contractor shall be able to submit payment requests with respect to partial deliveries as projects progress.

**TERMS OF PAYMENT**

List of Activities No. [ INDICATE ]

Payments corresponding to the List of sub-activities grouped in the List of Activities No. 1 shall be made in the following manner:

Ten percent (10%) of amount as an advance, against invoice receipt and an irrevocable Advance Guarantee for an equivalent amount issued in favor of the Employer. The Advance Guarantee may be reduced in proportion to the plant and delivered equipment to the site value, as they are certified in the respective shipping and delivery documents.

Eighty percent (80%) of the List total, or prorated amount at the time of finishing the agreed Sub-Activities within forty-five (45) days, following the receipt of the documents.

Five percent (5%) of the List total, or prorated amount at the time of finishing the agreed Sub-Activities within forty-five (45) days after receiving the invoice.

Five percent (5%) of the List total, or prorated amount of the agreed Sub-Activities, against issuing the acceptance certificate within forty-five (45) days after receiving the invoice.

List No. *[ INDICATE ]* Design Services

Payments for design services, both the foreign and the national currency parts, shall be paid in the following manner:

Ten percent (10%) of the total amount of design services as an advance, against receiving the invoice and an irrevocable Advance Guarantee for an equivalent amount in favor of the Employer.

Ninety percent (90%) of the total or prorated amount for design services, against the Engineer’s acceptance of the design within forty-five (45) days after receiving the invoice.

Should there be no payment at the intended date, The Employer shall pay interests to the Contractor on the amount of said late payment, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_\_%) monthly during the delay period, until the payment has been totally completed.

**PAYMENT PROCEDURE**

When a confirmation is requested and make payments the procedures shall be as follows:

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

Procedures and Forms for Variations Instructions

Date:

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Procedures for Variations

**1. General observation**

In this section we present model procedures and forms to carry out variations in the Works during Contract execution according to Sub-Clauses 13.1 y 13.3 of the General Conditions of Contract.

*[Note to the Employer: these forms and the instructions were prepared as if it were the Employer issued the documents. However, the Engineer reviews and actions regarding the variations are specified in Sub-Clauses 13.1 and 13.3 of the CGC. Nothing in these forms change those authorities and obligations.]*

**2. Variations Orders Register**

The Contractor shall maintain an updated record of the variations orders indicating the both, the current status of requests and about submitting a modification Bid like those authorized or pending ones. Any change that occurs shall be recorded in the variation orders register, and the register is updated at all times. The Contractor shall attach a copy of the updated variation instructions to the monthly report on work progress submitted to the Employer.

**3. Variations References**

Any type of communication, including requests to submit a variation proposal, estimates of such proposal, acceptances, proposal of variation , and the orders must be all numbered sequentially: MO- H o S- nnn consecutive

Where

VO – Variation order

H or S - if outside of the office or the site

nnn- consecutive number

(a) Requests to submit a proposal of variation coming from the Employer main office and those coming from his/her representatives at the facilities site should have the following references respectively:

Main Office CR-H-nnn

Site CR-S-nnn

(b) The number “nnn” assigned to a variation should be the same in the proposed variation, the estimate for the proposed variation, the estimate acceptance, the proposed variation and the modification order.

Annex 1. Request for Change order

**EMPLOYER LETTERHEAD**

TO: *[name and address of Contractor]* Date:

Attention: *[name and position]*

Contract Name: *[state Contract name]*

Contract number: *[state Contract number]*

Dear Sirs,

With respect to the referenced Contract, we hereby request that you prepare and submit a change order for the following variation, according to the following instructions and within *[indicate the number of days]* days as of this letter’s date *[no later than (indicate the date)]*.

1. Title of the variation: *[title]*

2. Variation request No./Rev.: *[number]*

3. Variation requested by:

Employer: *[name of Employer]*

Contractor (by means of Variation Request No. *[number]*[[9]](#footnote-10):

4. Brief description of the variation: *[description]*

5. Facilities and/or Equipment No. associated with the variation request: *[description]*

6. Drawings and/or technical reference documents for the variation request.

Drawings No./Document No. Description

7. Detailed conditions or special requirements for the variation requested: *[description]*

8. Terms and general conditions:

(a) Kindly submit an estimate of the effect the requested variation shall have on the Contract price.

(b) The estimate shall have to include additional time, if any, that would be required to carry out the modification requested.

(c) Please let us know of any objection to the proposed provisions susceptible to review whether in your opinion, adopting the modification requested may be incompatible with the other Contract provisions or represent a danger to the plant or the facilities safety.

(d) All increase or decrease in the Contractor work with regard to personnel services shall have to be calculated

(e) Works associated to the requested variation should not be carried out so long you have not received our acceptance and confirmation in writing regarding the amount and nature of the works.

(f) Please provide us with an estimate of the effect this requested variation shall have on the ESHS management measures.

(Name of *Employer*)

(Signature)

(Name of Signatory)

Annex 2. Estimation of the proposed variation

**CONTRACTOR'S LETTERHEAD**

TO: *[name and address of Employer]* Date: \_\_\_\_\_\_\_\_\_\_\_\_

Attention: *[name and position]*

Name of Contract: *[state Contract name]*

Number of Contract: *[state Contract number]*

Dear Sirs,

With regard to your request to submit a variation request, we are happy to communicate the approximate cost of preparing the proposed modification indicated next, according to Sub-Clause 13.1 of the General Conditions. We have taken note that before estimating the cost to prepare the proposed modification we must have your approval of the preparation cost of the proposed modification according to Sub-Clause 13.3 of the General Conditions.

1. Title of the variation: *[title]*

2. Variation request No./Rev.: *[number]*

3. Brief description of the variation: *[description]*

4. Expected variation effect

5. Estimated execution time

6. Preparation cost for the variation request: *[cost]*53F[[10]](#footnote-11)

(a) Engineering (Amount)

(i) Engineer hours x per hour =

(ii) Draftsperson hours x per hour =

Subtotal hours

Total engineering cost

(b) Other costs

Total cost (a) + (b)

(Name of Contractor)

(Signature)

(Name of Signatory)

(Signatory position)

Annex 3. Estimate of Acceptance

**EMPLOYER'S LETTERHEAD**

TO: *[ name and address of Contractor]* Date: \_\_\_\_\_\_\_\_\_

Attention: *[name and position]*

Name of Contract: *[state Contract name]*

Contract number: *[state Contract number]*

Dear Sirs,

We hereby accept your estimate of the modification Offer and extend our agreement to proceed with preparation of the modification Offer.

1. Title of the variation: *[title]*

2. Variation request No./Rev.: *[request number / review]*

3. Estimate of the proposed variation No./Rev.: *[number of the Bid / revision]*

4. Estimate acceptance No./Rev.: *[estimate/revision number]*

5. Brief description of the variation: *[description]*

6. Proceed to adjust the Performance Security: [additional amount]

7. Other conditions: In case we decide not to order the accepted variation, you shall have the right to receive a compensation for the preparation cost of the proposed variation described in your variation proposal estimate referenced in paragraph 3 herein, according to Clause 13.3 of the General Conditions.

(name of Employer)

(Signature)

(Name and position of Signatory)

Annex 4. Proposed variation

**CONTRACTOR'S LETTERHEAD**

TO: *[name and address of Employer]* Date: \_\_\_\_\_\_\_\_\_\_\_\_

Attention: *[name and position]*

Name of Contract: *[state Contract name]*

Contract number: *[state Contract number*

Dear Sirs,

In response to your request to submit a proposed variation, No. *[number]*, we offer the following proposal

1. Variation title: *[name]*

2. Proposed variation No./Rev.: *[Bid / revision number]*

1. Variation requested by:

*Employer: [name]*

Contractor: *[name]*

4. Brief description of the variation: *[description]*

5. Reasons for the variation: *[reason or reasons]*

6. Facilities and/or No. of equipment associated with the requested variation

7. Drawings and/or technical documents as reference for the requested variation

Drawings/Document No. Description

8. Estimated increase or decrease in the Contract Price due to the proposed variation[[11]](#footnote-12):

(Amount)

(a) Direct materials

(b) Significant construction equipment

(c) Direct Labor Force in the field (Total \_\_\_\_\_ hours)

(d) Subcontracts

(e) Indirect labor force and materials

(f) Oversight on site

(g) Technical staff salaries at headquarters

Processes engineer hours at \_\_\_\_ per hour

Projects Engineer hours at \_\_\_\_ per hour

Equipment Engineer hours at \_\_\_\_ per hour

Procurement hours at \_\_\_\_ per hour

Draftsperson hours at \_\_\_\_ per hour

Total hours

(h) Extraordinary costs (IT equipment, travel, etc.)

(i) Charges for general administration, % of the articles

(j) Taxes and custom duties

Total lump-sum price of the modification

*[sum of items (a) - (j)]*

Cost to prepare the estimate for the amendment

*[amount to be paid in case the amendment is not accepted]*

9. Additional time to complete facilities due to the proposed variation

10. Effect of the variation on the operational guarantees

11. Effect of the variation on the other contract conditions

12. Validity period for this proposal: *[number]* days after the *Employer* receives it

13. Other conditions of this variation proposal:

* 1. Kindly notify us of your acceptance, comments or rejection of this detailed variation proposal within \_\_\_\_\_\_\_\_*[number]* days after the date in which the proposal was received.

(b) Any increase or decrease in prices shall be taken into account when the Contract Price is adjusted.

(c) Contractor cost for preparing the proposed variation:

**(Note)** *The Employer shall reimburse this cost in the event it is decided to withdraw or reject the proposed variation without having had nonperformance by the Contractor according to Clause 13 of the General Conditions.*

(Name of Contractor)

(Signature)

(Name of signatory)

(Position of signatory)

Annex 5. Change Order

**EMPLOYER'S LETTERHEAD**

TO: *[name and address of Contractor]* Date: \_\_\_\_\_\_\_\_\_\_\_\_

Attention: *[name and position]*

Name of Contract: *[state Contract name]*

Contract number: *[state Contract number]*

Dear Sirs,

We hereby approve the variation order for the specified work in the variation proposal No. *[number]*, and agree to adjust the Contract price, the completion date and other contract conditions according to Sub-Clause 13.3 of the General Conditions.

1. Title of the variation: *[name]*

2. Request for variation proposal No./Rev.: *[number of request / revision]*

3. Variation Order No./Rev.: *[number of the order / revision]*

4. Variation requested by:

*Employer*: *[name]*

Contractor: *[name]*

5. Authorized Price:

Ref. No.: *[number]* Date: *[date]*

*INDICATE [amount]*

6. Facilities completion period adjustment

None Increase in*[number]* days Decrease *[number]* days

7. Other effects, if any

Authorized by: Date:

(*Employer*)

Accepted by: Date:

(Contractor)

Annex 6. Variation Order with pending agreement

**EMPLOYER'S LETTERHEAD**

TO: *[name and address of Contractor]* Date: \_\_\_\_\_\_\_\_\_\_

Attention: *[name and position]*

Name of Contract: *[state Contract name]*

Contract number: *[state Contract number]*

Dear Sirs,

We hereby convey instructions to execute the Works relative to the variation order detailed next, according to Clause 13.3 of the General Conditions:

1. Title of the variation: *[name]*

2. *Employer* request to submit a modification No./Rev.: *[number /revision]* dated: *[date]*

3. Contractor variation proposal No./Rev.: *[number / revision]* dated: *[date]*

4. Brief description of the variation: *[description]*

5. Facilities and/or No. of equipment associated with the requested variation:

6. Drawings and/or technical documents for reference for the variation request:

Drawings/Document No. Description

7. Adjustment to the facilities completion period:

8. Other changes to the contract conditions:

9. Other conditions:

(Name of *Employer*)

Annex 7. Request of proposed variation

**CONTRACTOR'S LETTERHEAD**

TO: *[Employer name and address]* Date: \_\_\_\_\_\_\_\_\_

Attention: *[name and position]*

Name of Contract: *[state Contract name]*

Contract number: *[state Contract number*

Dear Sirs,

We hereby propose that the work mentioned below be considered as a modification to the facilities.

1. Title of variation: *[name]*

2. Request proposed variation No./Rev.: *[number / revision]* dated: *[date]*

3. Brief description of the variation: *[description]*

4. Reasons for the variation:

5. Estimate in amount size:

6. Variation expected effect

7. Variation effect on the operational guarantees, if any:

8. Appendix:

(Name of Contractor)

(Signature)

(Name of signatory)

(Signatory position)

Annex 8. Modifications to ESHS Plans and Management

**CONTRACTOR'S LETTERHEAD**

TO: *[name and address of Employer]* Date:

Attention: *[name and position]*

Name of Contract : *[indicate the name of Contract]*

Number of Contract: *[indicate the number of Contract]*

Dear Sirs,

We hereby propose that the Project included in annex 7 entails the variation of plans and environmental management, social and safety and health in the workplace measures

1. Title of the variation : *[name]*

2. Request for variation proposed No./Rev.: *[number / review]* dated: *[date]*

3. Brief description of the variation: *[description]*

4. Reasons for the variation:

1. Planned effect of the variation:
2. Proposed mitigation measures:

(Name of Contractor)

(Signature)

(Name of signatory)

Performance Certificate Form

Date: Loan: Bid nº:

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sirs,

In accordance with the General Conditions of Contract Clause 11.9 (Performance Certificate) entered between you and the Employer on *\_\_\_\_\_\_\_\_\_\_\_\_\_*, related to *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*,we hereby notify you that the following parts of the Works were completed on the date mentioned below, and that according to the Contract conditions, at the date mentioned below, the Employer takes possession of those parts of the Works, in addition to taking on the responsibility for care and custody and losses risks. that this entails.

1. Description of Works or parts thereof: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Date in which the Contractor completed obligations: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Notwithstanding, you should complete as soon as feasible, the pending articles listed in this certificate annex.

This letter does not release you from the obligation to complete the execution of Works according to Contract, nor does it release you from your obligations during the Defects Liability Period .

Yours truly,

Position

Engineer

Take Over Form

Date:

Loan:

Bidding no:

To: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Sirs,

In accordance with the General Conditions Contract Clause 10.1 (Acceptance of Works and its Phases) entered between you and the Employer on *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, related to *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, we hereby notify that the following parts of the Works were completed on the date indicated below, and that according to the Contract conditions, at the date indicated below, the Employer takes possession of those Works parts, in addition to taking on the responsibility for care and custody and losses risks that this entails.

1. Description of Works or parts thereof: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Date of Take over: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

This letter does not release you from the obligation to complete the execution of Works according to Contract, nor does it release you from your obligations during the Defect liability period.

Yours truly,

Position

Engineer

Performance Guarantee Option 1: Demand Guarantee

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Applicant” (which in case of an JVCA will be the JVCA’s name) has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ ( ),[[12]](#footnote-13)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[13]](#footnote-14)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

Performance Security *–* Option 2: Performance Bond

By this Bond\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] as Obligee (hereinafter called “the Employer”) in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the day of , 20 , for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Proposal or Proposals from qualified Proposers 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 Proposer, arrange for a Contract between such Proposer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of 20 .

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

Advance Payment Security

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Applicant”) has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ *dated* \_\_\_\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_\_\_\_\_\_\_ ( )is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ ( ) *[[14]](#footnote-15)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

* + 1. has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
    2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified 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 ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_,[[15]](#footnote-16)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

Insurance Annex

*[Note to Employer: insurance descriptions are an example that should be replaced by insurance adequate to the project]*

1. **Contractor Third Parties Liability Insurance according to Sub-Clause 18.3**
2. **Parts insured**

All and each one of Co-insured parties for each one of their respective rights and interests.

1. **Coverage/Subject**

Legal liability for accidental death and/or injuries, bodily harm and/or personal injuries and/or illness and/or ailments and/or third- party property damages directly as a result of the Works execution.

1. **Coverage Period**

From Start-up to or issue (or what is considered issue according to Sub-Clause 10.1 [*Acceptance Works Delivery*] ) of the Acceptance Certificate (or in the case of any Acceptance Certificate for any part of the Works issued according to Sub-Clause 10.2 [*Acceptance of Part of the Works*], until the issue date (or what is considered as issue according to Sub-Clause 10.1 [*Works Acceptance]* ) of the Acceptance Certificate for the last part of Works) and, in all cases, plus the Defects Notification Period..

1. **Liability Limit**

No less than USD 1,000,000 for any individual or series of incident(s) caused by any individual event, but without limit regarding the total amount during the coverage period.

1. **Deductible**

Not to exceed USD 50,000 for all and each one of the incidents with regard to third party property damages only, and none with regard to bodily injuries.

1. **Territorial Limits**

Employer country

1. **Policy Jurisdiction**

Worldwide, included the U.S.A and Canada (applied to North American conditions)

1. **Principal extensions include but are not limited to** 
   1. Responsibility / Liability for Maintenance or defects;
   2. Authorized visitors;
   3. Contingent responsibility for motor vehicles;

(d) Additional insured;

(e) Losses mitigation;

(f) Legal costs in addition to liability limit;

(g) Shared liability/responsibility; and

(h) Indirect losses (resulting from damages and injuries to third parties only).

**(ix) General Acceptable Exclusions**

* 1. Acts of War, sabotage and terrorism;
  2. Political risks, nuclear and radioactive contamination;
  3. Fines, sanctions, punitive and admonitory damages, compliance guarantees, and
  4. Electronic data.

1. **Acceptable exclusions associated to Third Party Insurance** 
   1. Liability/Responsibility of the Employer;
   2. Liability for losses or damages to the Works;
   3. Liability for losses or damages to existing properties operated by or under the responsibility of the Employer;
   4. Liability resulting from the use of:

Aircraft or hovercraft;

Vessels or small watercraft;

* 1. Professional indemnity (but not limited to legal responsibility for death or injury or property damages caused by them);
  2. Liability for which there is a mandatory insurance with regard to mechanical propelled vehicles;
  3. Industries, Seepage, Pollution and Contamination) exclusions (NMA 1685;
  4. Toxic mold;
  5. Asbestos;
  6. Directors and Contractor Officials liability;
  7. Net financial loss;
  8. Medical professional negligence;
  9. Responsibility for operations interruption, indirect or financial losses directly caused by Works execution; and
  10. Deductible(s)

1. **Acceptable conditions** 
   1. Multiple insured Clause (London Engineering Group Terminology);
   2. Claim notification Clause;
   3. Arbitration Clause;
   4. Primary insurance Clause;
   5. No cancellation Clause;
   6. Law and jurisdiction Clause;
   7. Change of risk Clause;
   8. Access and inspection Clause;
   9. Replacement Clause;
   10. Fraudulent claims Clause;
   11. Voidable policy Clause.

**B. Plant and Construction Equipment Contractor Insurance**

1. **Parts insured**

For the Contractor and the Employer respective rights and interests.

1. **Coverage /Subject**

Loss or physical damage to all of the Contractor plant and equipment Key Items (including, but not limited to, temporary buildings and their content not a part of the Works) while working within Territorial Limits or in transit to them by any means. The “Key Items” shall include:

* 1. any of the Contractor’s plant or equipment item (including, but not limited to a, temporary buildings and their content that are not a part of the Works) for which the absence, or loss or damages may have an impact on the Contractor’s capacity to abide by the Works completion date; and/or the program to execute and complete the Project; and/or
  2. any of the Contractor plant or equipment item (including but not limited to, temporary buildings and their content that are not part of the Works) which, in another way, may be designated as such by the Employer (acting reasonably) and given notice to the Contractor.

1. **Coverage Period**

From Start-up to the date that the Compliance Certificate is issued (or in the case of any Compliance Certificate for any part of the Works, until the Compliance Certificate issue date for the last part of the Works).

1. **Amount insured**

An amount representing no less than the new replacement value of the insured property.

1. **Deductible**

According to Market conditions, but not exceeding USD 250,000 for any loss.

1. **Territorial Limits**

Employer Country

**C. Contractor Automobile Liability Insurance**

1. **Parts insured**

The Contractor and the Employer.

1. **Coverage/Subject**

The third- party liability for property damages or injuries to third parties as a result

of use and maintenance of motor vehicles property of or under lease, rented or used by the Contractor concerning the execution and completion of Works according to provisions set forth in the applicable Laws and under the terms and amounts according to the applicable Laws, or in line with local practices.

1. **Coverage Period**

According to applicable laws in their respective jurisdiction or in line with local practices.

1. **Amount Insured**

An amount or amounts according to applicable laws or in line with local practices in the Employer Country under its respective jurisdiction.

1. **Deductible**

According to applicable Laws or in line with local practices.

1. **Territorial Limits**

Employer Country

**D.**  **Sea Cargo /Transportation**

1. **Parts insured**

The Contractor and the Employer in each one of their own respective rights and interests.

1. **Coverage/Subject**

Any asset and/or merchandise and/or cargo of any type, including materials, plant, machinery, equipment, accessories, supplies, auxiliary installations and associated, and all items imported related to, or to be included in the Works while they are in transit to the Site or by any means of transportation, in and from ports, and/or places anywhere in the world, to the Site or vice-versa, inclusive loading, unloading, half-point transfers, and while in the insured premises. Coverage shall extend to return shipments based on warehouse to warehouse.

1. **Coverage Period**

From the earliest transportation date of any asset and/or merchandise and/or any type of cargo requiring insurance according to this Part 2 – Contractor Insurance D [Shipping Cargo/Transportation], until the delivery of such assets and/or merchandise and/or loads to the Site

1. **Amount Insured**

An amount equivalent to the maximum value transported in any shipment to any place. The loss compensations shall be based on (*Delivery Duty Unpaid—DDU*) to the Site.

1. **Deductible:**

Not to exceed USD 50,000 for any loss.

1. **Territorial Limits**

Worldwide.

1. **Principal extensions, to include, but not limited to:** 
   1. Clauses to Introduce Cargo;
   2. Clauses to Introduce War;
   3. Clauses to Introduce Strike; and
   4. Sea cargo Clause shared in equal parts (50/50).

**E. Contractor Protection and Compensation Insurance**

1. **Parts insured**

The Contractor and Employer as additional insured parties with a substitution withdrawal favoring the Employer.

1. **Coverage/Subject**

The legal and/or contract responsibility of the insured with regard to, but not limited to death or bodily harm, or disease, of any person, property loss or damage, removal of remains, accidents, environmental pollution caused by machinery and equipment possession or operation, including fuel spills used in, or in relation to the Works or drilling materials or ground water pollutants or harmful to human or animal health and material, economic or moral damages to third parties, causes directly or indirectly by the Contractor actions, even though they may be accidental and not caused by negligence.

1. **Coverage Period**

From Works Start-up date to the date in which the Compliance Certificate is issued (or in case of any Compliance Certificate for any part of the Works, until the date in which the Compliance Certificate is issued for the last parts of Works).

1. **Amount Insured:**

No less than USD 50,000,000 with respect to any incident and without limit to the number of incidents.

1. **Deductible:**

Not to exceed USD 25,000 for any one incident.

1. **Territorial Limits**

Worldwide.

1. **Extensions, Exclusions and Conditions**

According to availability in the commercial insurance markets with reasonable terms and conditions.

1. **Contractor Operation Services Insurance**
2. **Contractor Third Parties Liability insurance for Operation and Maintenance Delivery Services**

In reference to insurance mentioned in A *[Third Party Liability Insurance]* under the Contract Conditions, said insurance shall be taken in accordance with A *[Third Party Liability Insurance]*, except that:

* 1. the Coverage Period shall be according to the Operation(s) and Maintenance Service;
  2. regarding Coverage/Subject, the words “Works compliance” shall be changed to “Maintenance Services compliance”.

1. **Other Insurance**

With respect to insurance mentioned in B [*Plant Construction and Equipment*], C [*Car Liability*], and E [*Protection and Compensation*] in the Contract Conditions, this insurance shall be purchased and maintained by the Contractor to the extent that they would be applicable to Maintenance Services. Said insurance shall be in accordance with B [*Plant Construction and Equipment*], C [*Car Liability*], D [*Sea Cargo/Transportation*], and E [*Protection and Compensation*], respectively, except when:

* 1. the Coverage Period for each one of the insurances is in accordance with the C Coverage Period [*Insurance for Maintenance Services*] under Contract Conditions;
  2. the Deductible for each one of the insurances procured shall not exceed a reasonable amount, taking into account Maintenance Services;
  3. the “Key Items” with regard to B [*Plant Construction and Equipment*] shall have to include:
     + - any item in the Contractor plant and the equipment (including, but not limited to temporary buildings and their contents that are not part of the Works) for which the absence or loss or damage may have an impact on the Contractor capacity to abide by the obligations regarding Maintenance Services; and/or
       - any item in the Contractor plant and the equipment (including, but not limited to temporary buildings and their contents that are not a part of the Works) which in another way may be designated as such by the Employer (acting reasonably) and notifying the Contractor
  4. with respect to D [*Sea Cargo/Transportation*], the Coverage/Subject in its item (ii), shall be amended to read: Any asset and/or merchandise and/or cargo of any type, including materials, plant, machinery, equipment, accessories, supplies, auxiliary installations and associated, and all items imported related to, or to be included in the Works while they are in transit to the Site or by any means of transportation, in and from ports, and/or places anywhere in the world, to the Site or vice-versa, inclusive loading, unloading, half-point transfers, and while in the insured premises. Coverage shall extend to return shipments based on warehouse to warehouse.
  5. With regard to E [*Protection and Compensation*], the Coverage/Subject in its item (ii), shall be amended so that “Works” is changed for “Maintenance Services”.

**G. Contractor Fire Insurance**

**(i) Parts insured:**

The Contractor and Employer in their respective rights and interests

1. **Coverage/Subject:**

Loss or physical damage to all internal and external Works installations (including, but not limited to, temporary buildings and their contents which are not part of the Works) while the Contractor operates and maintains the Works.

1. **Coverage Period**

From delivery of the Operation Certificate to the end of the Operation and Maintenance Period and any extension, should there be one.

1. **Amount insured**

An amount reflecting no less than the new replacement value of the property insured.

1. **Deductible**

In accordance with market conditions, but not exceeding USD 250,000 for any loss.

1. **Territorial Limits**

Employer's country

Attachment

**Invitation for Bids**[[16]](#footnote-17)

*(with pre-qualification)*

*[Employer letterhead]* [[17]](#footnote-18)

*[date]*

A: *[name of contractor]*

*[address]*

Reference*: [Indicate the number of the IDB loan or the credit or donation number]*

Name and number of contract identification to \_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_[[18]](#footnote-19)

Dear Sirs,

We are pleased to inform you that you are pre-qualified to submit a proposal in regard to the aforementioned contract. To this call, we attach a list of pre-qualified and conditionally pre-qualified applicants.

We invite you herein, and other pre-qualified applicants to submit sealed bids for signing the referenced contract execution. Additional information may be obtained, as well as review and obtain the bidding document in our offices located at *[mailing address, address and cable/telex/fax numbers ]*[[19]](#footnote-20)*.*

A complete set of the bidding document may be purchased at the above-mentioned office, on the day, *[date and time]* or at a later date, against payment of a non-reimbursable amount of *[indicate the amount and the currency]*

All offers shall have to include a security in the manner and amount specified in the bidding document, and shall have to be sent to *[address and exact location]* no later than*[date and time ]*. The bids shall be opened immediately afterwards, in presence of those bidder representatives who wish to attend.

We would be grateful to please acknowledge receipt of this letter immediately and in writing either by cable, fax, or telex. In case you wish not to participate, we would also be grateful to notify us in writing, at your earliest convenience.

Yours truly,

Authorized Signature

Name and position

Employer

1. If O&M is included among the specifications, the obligations of the Contractor to adopt and operate an environmental and social, health and safety (ESHS) management system shall also be included. These should be compatible with ISO14001:2015 and OHSA 18001:2007 for the referenced O&M infrastructure. [↑](#footnote-ref-2)
2. In such cases, the Bank must be satisfied with the functionality of said system, as provided in paragraph 2.11 of the Procurement Policies. [↑](#footnote-ref-3)
3. The Bank´s website ([www.iadb.org/integrity](http://www.iadb.org/integrity)) avails information on how to report an alleged act of Prohibited Practices, the standards applicable in an investigation and sanctions procedure and the agreement governing the reciprocal acknowledgement of sanctions among the international financial institutions.

   [↑](#footnote-ref-4)
4. Control means the power to, directly or indirectly, direct or cause the direction of the management and policies of the companies or projects, whether through the ownership of voting shares, by contract or otherwise. It could include majority ownership of voting shares, other control mechanisms (such as “golden shares”, veto rights or shareholders’ agreements requesting special majorities) or, in the case of investment fund financing, the control exercised by a general partner or fund manager. Control will be determined in the context of each specific case. [↑](#footnote-ref-5)
5. A close relationship should be understood as being related up to the fourth degree of relationship by blood (consanguinity) or by adoption, or up to the second degree of relationship by marriage or domestic partnership (affinity). [↑](#footnote-ref-6)
6. 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. [↑](#footnote-ref-7)
7. The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency. [↑](#footnote-ref-8)
8. In the Bank web site ([www.iadb.org/integrity](http://www.iadb.org/integrity)) information is provided on how to report an alleged violation of Prohibited Practices, the applicable standards and sanctions; and the agreement governing the reciprocal recognition of sanctions among the international financial institutions. [↑](#footnote-ref-9)
9. [↑](#footnote-ref-10)
10. Costs must be indicated in USDOL. [↑](#footnote-ref-11)
11. Costs must be indicated in USDOL. [↑](#footnote-ref-12)
12. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-13)
13. *2 Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date 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 Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-14)
14. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.* [↑](#footnote-ref-15)
15. 2 *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-16)
16. This model of “Invitation to Bid" Form is basic, and the Employer will have to adapt it to cover the following aspects, as appropriate:

    the conditions should there be any, for pre-qualification, explicitly indicating the shortcomings that will have to be remedied to meet all conditions, as well as the deadline to do so before submitting bids.

    in bids for segmented contracts, the number of individual contracts (components) or the established amount limit of the total value for which the applicant is qualified

    closing of the preliminary joint venture contract and any necessary modification. [↑](#footnote-ref-17)
17. The Borrower and the Employer may be the same entity or different entities. The invitation to bid text and the texts of all other documents mentioned herein must include a footnote indicating which entity will act as the Employer. [↑](#footnote-ref-18)
18. The Employer will have to indicate the name and the number of identification of only one contract, or in case of simultaneous bidding for fractioned contracts or in lots, the name and the number of identification of the individual contracts (components) of the group for this applicant have expressed preference and for which they are pre-qualified. [↑](#footnote-ref-19)
19. The offices where consultations will take place, the bidding document issued and submitted do not have to be necessarily the same. The opening of bids may also be in a different place, in which case it should be identified. [↑](#footnote-ref-20)