**STANDARD BIDDING DOCUMENT**

**Procurement of Works**

**Design and Build**

**GCC FIDIC Yellow Book, Second Edition 2017**

**Request for Bids (RFB) through International Competitive Bidding**

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

**(with prior pre-qualification)**

**Inter-American Development Bank**

**January 2020**

**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 Beneficial Ownership Disclosure of the successful Bidder. |
| January 2020 | ITB, Conditions of Contract and Forms | The General Contract Conditions are replaced by FIDIC Yellow Book, Second Edition 2017; new Particular Conditions are incorporated; and reference is made to the FIDIC´s Dispute Prevention / Adjudication Board (DAAB).  Other revisions are consequence of the approval by the Board of Executive Directors of Bank of the Procurement Policies GN-2349-15 on 2nd of July 2019, effective as of 1st of January 2020, which includes *inter alia*, Best Final Offer (BAFO), Most Advantageous Bid, Negotiations, Notification of Intention of Award, Standstill Period, Disclosure of Beneficial Ownership and Complaints.  In accordance with the Policies, the term "Request for Bid" (RFB) is introduced to distinguish the document from the "Request for Proposals" (RFP) that may be available in the future.  As per the applicable contractual conditions, the terms “Operation and Maintenance (O&M)” are replaced by “Operation Service.” |

**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 is consistent with the Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank GN-2349-15 approved by the Board of Executive Directors of Bank on 2nd of July 2019, effective as of 1st of January 2020. Procurement under loan operations approved under the previous Procurement Policies (where the Borrower has not subscribed the new Policies) shall use the previous version dated April 2019 of this SDB available on the Bank's website. Policies GN-2349-15 allows the use of the methods of Best Final Offer (BAFO) in the evaluation of bids or Negotiation (in the presence of an Independent Probity Assurance Authority agreed with the Bank), if so agreed with the Bank and if it is established in the BDS.

The bidding is open only to pre-qualified Contractors. The bidding will be carried out as a Request for Bids (RFB)[[1]](#footnote-2). 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 services.

In design & 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 the operation service *was not* an Employer´s requirement, but the document allows the possibility to include the operation service among the Contractor’s obligations. In such a case, the Employer shall provide additional specifications and Special Conditions of Contract to cover the operation service[[2]](#footnote-3).These adjustments may require replacing the General Conditions of the FIDIC Yellow Book that this document cites with the FIDIC Gold Book (DBO), if the operation service is long-term, for example, 10 years or more.

This SBD includes provisions regarding environmental, social, health and safety (ESHS). A form and instructions added in respect to the Disclosure of the Beneficial Ownership of the selected Bidder. This SBD uses the dispute prevention and adjudication mechanism (DAAB) Annex to the General Condition of the Yellow Book 2017.

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, Second Edition, 2017.

To obtain further information on procurement under IDB-assisted projects or for question regarding the use of this SBD, 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 Services** of the 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, including ifspecified in ITB 1.3, 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 and subcontractors shall adopt in the design and works implementation, and if applicable, during the operation services of the Works.   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[[3]](#footnote-4)**. |
| 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 | 1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank[[4]](#footnote-5) all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank’s Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions. |
|  | * + 1. For the purposes of this provision, the definitions of Prohibited Practices are as follows:   (i) “*corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;  (ii) “*fraudulent practice*” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;  (iii) “*collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;  (iv) “*coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;  (v) “*obstructive practice*” is  (i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;  (ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or  (iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under ITB 3.1(f) below or access to information; and  (vi) “*misappropriation*” is the use of IDB Group financing or resources for an *improper* or unauthorized purpose, committed either intentionally or through reckless disregard. |
|  | * + 1. If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:     2. not finance any proposal to award a contract for works, goods or services, and consulting services;     3. suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has engaged in a Prohibited Practice;     4. declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;     5. issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;     6. declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources;     7. impose other sanctions that it deems to be appropriate, among others, the restitution of funds and of fines equivalent to the reimbursement for costs associated with investigations and proceedings contemplated in the Sanctions Procedures. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above (the “above-mentioned” sanctions are reprimand and debarment/ineligibility);     8. extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or     9. refer the matter to appropriate law enforcement authorities. |
|  | * + 1. The provisions of ITB 3.1 (b) (i) and (ii) 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. |
|  | * + 1. The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.     2. Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. 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. |
|  | * + 1. The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank. Applicants, bidders, proposers, suppliers, and their representatives or 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, proposers, suppliers, and their representatives or 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; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the 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 representative or 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, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire. |
|  | * + 1. If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or 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 will 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 suspended or debarred firms and individuals. 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 will not finance the related expenditures and will apply other remedies as appropriate. |
|  | 1. By submitting bids, bidders represent and warrant: |
|  | * + 1. that they have read and understood the Bank’s definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures; |
|  | * + 1. that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract; |
|  | * + 1. that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract; |
|  | * + 1. that neither they nor their representatives or agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank |
|  | * + 1. that all commissions, representative or agents’ fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and     2. 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:  1. if as a matter of law or official regulation, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods and works required; or 2. 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[[5]](#footnote-6) 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 in reference to 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[[6]](#footnote-7) 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. Failure by the Bidder to submit all the information or documentation 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 Services, 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 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 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 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 52. |
|  | * 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 51; orfurnish a Performance security, according to ITB 52. |
|  | * 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 51 or does not provide a Performance Security as expressed in the ITB 52 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 the Notification of Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 47.1. |
|  | * 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; 5. the use of the Best and Final Offer (BAFO) method if specified in BDS in reference to ITB 41.1; and 6. 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. |
| Best and Final Offer (BAFO) | 1. If so specified **in the BDS** the Employer will use the Best and Final Offer method, the Bidders who submitted bids substantially responsive to the requirements will be invited to present their Best and Final Offer reducing prices, clarifying or modifying the bid or providing additional information, as appropriate. |
|  | 1. Bidders are not required to submit a Best and Final Offer. There shall be no negotiation after Best and Final Offer. |
|  | 1. To observe and report on the application of the Best and Final Offer, the Employer may, and in the case of Negotiations shall, appoint the Independent Probity Assurance Authority indicated **in the BDS.** |
|  | 1. The Employer shall specify **in the BDS** a new deadline and details for the submission of the Best and Final Offer or to initiate Negotiations. Instructions in ITB 34 shall apply to the presentation, opening and clarifications of the Best and Final Offer of the Bidders. |
|  | 1. On receipt of the Best and Final Offer from each Bidder, the Employer shall proceed with the evaluation and comparison of the bids again in accordance with ITB 35 to 40 and then shall proceed with ITB 42 and following instructions. |
| 1. Combined Evaluation of the Technical and Financial Bids | |
| Combined Technical and Financial Evaluation when applicable | * 1. Where according to BDS in reference to 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 in reference to 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 in reference to 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 in reference to ITB 30.2 where *no* scores and weight factors shall be used in the evaluation. |
| Negotiations | * 1. If the Employer has not used the Best and Final Offer method in the Bid evaluation and if **in the BDS** it is specified that the Employer will use Negotiations with the Bidder with the Most Advantageous Bid, the selected Bidder shall be invited to Negotiations before the final adjudication of the Contract. |
|  | * 1. Once the Employer has determined the Bidder with the Most Advantageous Bid, the Employer shall promptly notify the selected Bidder the terms to initiate Negotiations. Negotiations may include terms and conditions, price or social, environmental, innovative and cybersecurity aspects, provided that the minimum requirements of the bid are not modified.   2. The Negotiations will be performed in the presence of the Independent Probity Assurance Authority nominated **in the BDS**. |
|  | * 1. The Employer shall specify **in the BDS** a dateline and details to engage in negotiations and for the submission of the negotiated Bid, as required. Instructions in ITB 20 to ITB 27 shall apply, as required, for the submission, opening and clarifications of the negotiated bid,   2. The Employer will first negotiate with the Bidder that has submitted the Most Advantageous Bid. If the result is not satisfactory or an agreement is not reached, the Employer will notify the Bidder that the Negotiations concluded without agreement and may then notify the Bidder with the following Most Advantageous Bid on the list, and so on until a satisfactory result is achieved |
| 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. |
| Standstill Period | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 50. The Standstill Period commences when the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. |
| Notification of Intention to Award | 1. The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information: 2. the name and address of the Bidder submitting the successful Bid; 3. the Contract price of the successful Bid; 4. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated; 5. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason; 6. if the bid evaluation used the Best and Final Offer (BAFO), if applicable; 7. the expiry date of the Standstill Period; and 8. instructions on how to request a debriefing and/or submit a complaint during the Standstill Period. |
| 1. Award of Contract | |
| Award Criteria | * 1. Subject to ITB 45.1 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 43.1, and where BDS in reference to ITB 44.1 specifies the use of Negotiations, that Negotiations concluded in agreement. |
| Notification of Award | * 1. Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer 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. Within ten (10) Business Days  after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:  1. name and address of the Employer; 2. name and reference number of the contract being awarded, and the selection method used; 3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; 4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; 5. if the final award used Negotiations, if applicable; 6. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and 7. successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS in reference to ITB 50.1.    1. The Contract Award Notice 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 Employer shall also publish the contract award notice in UNDB online.    2. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract |
| Debriefing by the Employer | * 1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 47.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing on the reasons why its Bid was not selected. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline. |
|  | * 1. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.   2. Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period**.**   3. Debriefing of unsuccessful Bidders may be done in writing or through an information meeting, or both, at the option of the Employer. The Bidders shall bear their own costs of attending such a meeting. |
| 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 any of the Performance Securities 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 Securities 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. |
| Procurement- Related Complaint | 1. The procedures for making a Procurement-related Complaint are as specified **in the BDS**. |

Section II. Bid Data Sheet (BDS)

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

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

*[Where an 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.]*

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| **A. General** | |
| **ITB 1.1** | RFB reference number is: ***[indicate the bidding process reference number]***  The Employer is: ***[insert name of the Employer]***  The name of the RFB is: ***[insert name of the bidding process]***  Operation Services of the Works ***[insert "is" or "is not"]*** *\_\_\_\_*a contract requirement. |
| **ITB 1.1** | The number and identification of lots (contracts) comprising this RFB is: ***[insert number and identification of lots (contracts)]*** \_\_\_\_\_. |
| **ITB 1.3 Electronic procurement system** | The Employer [***insert "shall use a" or "shall not use any"*** ] electronic-procurement system to manage this RFB:  ***[If an e-procurement system is used, insert name of the e-system and url address or link; if not used delete this and the next text]***  The electronic-procurement system shall be used to manage the following aspects of the procurement process:  ***[list the aspects here and modify the relevant parts of the BDS accordingly e.g., issuing bidding document, issuing amendments to the bidding document, submissions of Bids, opening of Bid, etc.]*** |
| **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****]*  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 pre-bid bidding [***“shall place” or “shall not take place”***] \_\_\_\_\_\_\_\_\_\_\_\_ [on the following date, time and place:]  **[*Delete if not applicable*]**  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 Services 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 services\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert “are required” or “are not required ].***  If required, the Operation Services 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, 2019]***  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 (and read out of withdrawals, substitutions or modifications of bid, if any) 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, 2019]***  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, 2019 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].*** |
| **ITB 41.1**  **BAFO** | [***Delete if not applicable,***]  The evaluation will use the Best and Final Offer (BAFO) method. |
| **ITB 41.3**  **Independent Probity Assurance Authority** | [***Delete if not applicable, or delete the not applying paragraph***]  If Best and Final Offer method is used, the Independent Probity Assurance Authority shall be: [*indicate: name and address*]. |
| **ITB 41.4 Address for submission of BAFO** | [***Delete if not applicable***]  For the purpose of presenting the BAFO, the Employer's address is: ***[This address may be the same as in relation to the provision of ITB 7.1 for clarification or a different one]***  Attention: ***[insert full name of person, if applicable****]*  Address: *[****insert street address and number****]*  Floor/Room number*: [****insert floor and room number, if applicable****]*  City:*] [****insert name of city or town****]*  ZIP Code: [***insert postal (ZIP) code, if applicable****]*  Country: :*[****insert name of country****]* |
| **ITB 41.4**  **Deadline for submission of BAFO** | **[*Delete if not applicable*]**  The deadline for the presentation of the Best and Final Offer is:  Date: ***[insert day, month, and year, e.g. 19 December, 2019]***  Time: *[****insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.****]*  *[Note: the time allowed for the preparation and presentation of the BAFO will be determined by giving due consideration to the particular circumstances of the Project and the magnitude and complexity of the procurement. The period must be at least five business days, unless another term is agreed with the Bank].*  *[Note: 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.]*  Bidders **[*insert “shall” or “shall not”*]** have the option of submitting their BAFO Bids electronically.  The electronic Bid opening procedures shall be: ***[insert a description of the electronic BAFO opening procedures]*** |
| **J. Combined Technical and Financial Bids Evaluation** | |
| **ITB 42.1**  **Weight of scores** | 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 44.1**  **Negotiations** | [***Delete if not applicable or if BDS ITB 41.1 specifies that BAFO is used***]  The final award will use Negotiations. |
| **ITB 44.3**  **Independent Probity Assurance Authority** | [***Delete if not applicable***]  If Negotiations are used, the Independent Probity Authority shall be: [*indicate: name and address*]. |
| **ITB 44.4**  **Address for Negotiations and submission of negotiated Bid** | [***Delete if not applicable***]  For the purpose of starting Negotiations and presenting the negotiated bid, the Employer's address is: ***[This address may be the same as in relation to the provision of ITB 7.1 for clarification or a different one]***  Attention: ***[insert full name of person, if applicable****]*  Address: *[****insert street address and number****]*  Floor/Room number*: [****insert floor and room number, if applicable****]*  City:*] [****insert name of city or town****]*  ZIP Code: [***insert postal (ZIP) code, if applicable****]*  Country: :*[****insert name of country****]* |
| **ITB 44.4**  **Deadline for submission of Negotiated Bid** | [***Delete if not applicable***]  The deadline for the presentation of the negotiated Bid will be defined in a Notification of the Employer certified by the Independent Probity Authority.  [***The time allowed to present the negotiated bid will be determined by giving due consideration to the particular circumstances of the Project and the magnitude and complexity of the purchase. The period allowed must be at least five business days from the end of the negotiations***]  [*The following provision will be included and the corresponding information required will be indicated only if Bidders have the option to submit the Negotiated Offer electronically. Delete if not applicable*].  Selected Bidder **[*insert “shall” or “shall not”*]** have the option of submitting its negotiated Bid electronically.  The procedures for submitting the negotiated bid electronically will be the following: *[****describe the procedures for submitting bids electronically****]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **K. Award of Contract** | |
| **ITB 51.1 Beneficial Ownership** | The successful Bidder **[*shall] or [shall not]*** submit the Beneficial Ownership Disclosure Form. |

|  |  |
| --- | --- |
| **ITB 52.1 ESHS Performance Security** | ***[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 52.1]***  The Employer requests a Performance Security for obligations of Environmental, Social, Health and Safety (ESHS) aspects in a percentage of \_\_\_\_\_\_\_\_ ***[insert a percentage of the Bid Amount]*** |
| **ITB 53**  **Procurement-related Complaints** | The procedures for making a Procurement-related Complaint are detailed in the Procurement Policies for Goods and Works financed by the Inter-American Development Bank GN-2349-15.  If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to:  **For the attention**: *[insert full name of person receiving complaints]*  **Title/position**: *[insert title/position]*  **Employer**: *[insert name of Employer]*  **Email address***: [insert email address]* |
| **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 this Request for Bids (RFB), 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 seven steps: (a) preliminary review (b) determination whether a pre-qualified Contractor continues complying with the Pre-qualification requirements; (c) technical evaluation with scores; (d) BAFO if applicable; (e) multiple contracts and alternatives evaluation, if applicable; (f) economic part of the evaluation; and (g) 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 any changes in their qualification conditions through the Bidding Forms in order to determine if they maintain the appropriate qualification 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 Service) (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. BAFO

After determining among the bids substantially meeting the requirements, the Employer may invite Bidders to submit their Best and Final Offer in accordance with ITB 41 if so indicated in the BDS in reference to ITB 41.1, using only the following requirements: \_\_\_\_\_\_\_\_\_\_\_\_ [*indicate requirements such as price, type of clarifications or modifications, additional information, social, environmental, innovative or cybersecurity aspects*].

* + - 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 Bid 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.

1. **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*

14. 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 Bid (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, if the Employer and the selected Bidder reach an agreement in the Negotiations (if any) 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)]*

**RFB 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 service 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 period; |  |  |
|  | 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.** | **Element of the Bid** | **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 OSS

**Operation Service 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). 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 Bidder 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):** |
|  | **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 RFB : *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
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 number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  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 RFB: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
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 number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  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 RFB: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
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 RFB: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
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[[7]](#footnote-8) 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 RFB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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** | **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:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFB 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 Request for Bids (RFB) 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]*[[8]](#footnote-9) *[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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RFB 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*]

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

1. **Best Final Offer or Negotiations**: We understand that the Employer will use the Best Final Offer method in the evaluation of Offers if specified in BDS in reference to ITB 41.1 or Negotiations in the final adjudication if specified in BDS in reference to ITB 44.1, and that there will be an Independent Probity Authority hired by the Employer to observe and report on this process.
2. **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) | | | | |  | | |
| ... | |  | | | | |  | | |
| ... | |  | | | | |  | | |
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|  | |  | | | | |  | | |
|  | | Total Price of Activities to be carried over to the Overall Summary, Page \_\_\_\_ | | | | |  | | |
| Repeat and write out the amount | | |  | | | | | | |
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|  |  | | |  | Name of Bidder | | |  | |
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|  |  | | |  | Bidder Signature | | |  | |
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##### 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. | | ……………… | | | | |  | | |
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| 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 | | |  | |
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##### 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 Bid 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. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

##### 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

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##### 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 | | |  | | | | | | | | |
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|  |  | | |  | Name of Bidder | | |  | | | |
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|  |  | | |  | Bidder Signature | | |  | | | |
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\* 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 | |  | | | | | | | |
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|  |  | |  | Name of Bidder | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
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|  |  | |  | Bidder Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | |
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a. The Employer must enter the monetary unit

##### Specified Provisional Sums

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

##### Grand Summary

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **General Summary** | | | | | | | **Page** | **Amount** | |
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|  | | | | | | |  |  | |
| *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 | |  | | | | | | | |
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|  |  | |  | Name of Bidder | |  | | | |
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|  |  | |  | Bidder Signature | |  | | | |
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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 service standards of water quality, effluents, air, and specific sources of notice recognized by the multilateral development banks. 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 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*
* *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 (Second Edition, 2017),* 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

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** |
| --- | --- | --- |
| Base Date | 1.1.4 | \_\_-----  *[If the Employer makes significant data/information available to Proposers 28 days or less before the latest deadline for submission of Proposals, the Employer should consider revising this date]* |
| Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost | 1.1.20 | \_\_\_\_\_\_% |
| Employer’s name and address | 1.1.30 |  |
| Engineer’s name and address | 1.1.35 |  |
| Site | 1.1.77 | *[Describe any other places as forming part of the Site]* |
| Time for Completion | 1.1.86 | \_\_\_\_\_\_\_\_\_\_\_\_\_days  *If Sections are to be used, refer to Table: Summary of Sections below* |
| Bank’s name | 1.1.91 | Inter-American Development Bank (IDB) |
| Borrower’s name | 1.1.92 |  |
| Defects Notification Period | 1.1.27 | 365 days (one year) |
| Sections | 1.1.76 | *The table at the end of this Part A applies, if Phases are specified.* |
| Milestones | 1.1.95 | *If Milestones are to be used in accordance with Sub-Clause 4.26, refer to Table: Summary of Milestones below* |
| Electronic transmission systems | 1.3 (a)(ii) |  |
| Address of Employer for communications: | 1.3(d) |  |
| Address of Engineer for communications: | 1.3(d) |  |
| Address of Contractor for communications: | 1.3(d) |  |
| Governing law | 1.4 |  |
| Ruling language | 1.4 |  |
| Language for communications | 1.4 |  |
| Time for the Parties to sign a Contract Agreement | 1.6 | 28 days after receipt of the Letter of Acceptance |
| Number of additional paper copies of Contractor’s Documents | 1.8 |  |
| Total liability of the Contractor to the Employer under or in connection with the Contract | 1.15 | *\_\_\_\_\_\_\_\_\_\_ (sum)* |
| Time for access to the Site | 2.1 | *[ Ideally, the right of access to and possession of all parts of the Site shall be given by the Commencement Date. If this is the case, insert: “No later than the Commencement Date”*  *[If it is not practical or feasible to give the right of access to and possession of all parts of the Site by the Commencement Date, select either of the following options and delete the remaining text in this Particular Conditions, Sub-Clause 2.1:*  *Option 1*  *“No later than the Commencement Date, except for the following parts ((include description of parts concerned) in a time and manner stated in the Employer’s Requirements.”*  *Option 2*  *“No later than the Commencement Date, except for the following parts (include description of parts concerned): within such times as may be required to enable the Contractor to proceed in accordance with the Programme or, if there is no Programme at that time, the initial programme submitted under Sub-Clause 8.3 [Programme”]]* |
| Engineer’s Duties and Authority | 3.2 | Variations resulting in an increase of the Accepted Contract Amount in excess of \_\_\_\_% shall require written consent of the Employer. |
| Sustainable procurement | 4.1 | *[Add any sustainable procurement contractual provisions not covered by the GC, if applicable, such as the use of government environmental standards (eg, energy / water efficiency objectives); social impacts associated with work in sensitive environments; import of labor and labor standards.]*  [*Delete if not applicable]*  *[Add any sustainable procurement contractual provision that is not covered by the GC, if applicable. Consult the IDB Procurement Policies and any other Bank guidelines on sustainable procurement.]* |
| Performance Security | 4.2 | The Performance Security will be in the form of a \_\_\_\_ [*insert either one of “demand guarantee” or “performance bond”*] in the amount(s) of [*insert % figures*] 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 will 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.]* |
| Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount) | 4.4 (a) | \_\_\_\_\_\_\_% |
| Parts of the Works for which subcontracting is not permitted | 4.4 (b) | [*Indicate]* |
| Period for notification of errors in the items of reference | 4.7.2 | \_\_\_\_\_\_\_\_ days *[state number of days, normally not less than 28 days]”* |
| Period of payment for temporary utilities | 4.19 | \_\_\_\_\_\_ days |
| Number of additional paper copies of progress reports | 4.20 |  |
| Design: applicable law required review | 5.2.2 | [*If applicable law requires the mandatory and / or design process, define which design elements are subject to review*] |
| Normal working hours | 6.5 |  |
| Number of additional paper copies of program | 8.3 |  |
| Delay damages payable for each day of delay | 8.8 | “% of the Accepted Contract Amount, less provisional sum for DAAB. *[If Sections are to be used, refer to Table: Summary of Sections below]* |
| Maximum amount of delay damages | 8.8 | \_\_\_\_\_\_% of the Accepted Contract Amount less provisional sum for DAAB. *[normally not exceeding 10%]* |
| Unfulfilled Obligations |  | [*Note to the Employer: modify the period of responsibility if the period differs under the applicable law*] |
| Percentage rate to be applied to Provisional Sums for overhead charges and profit | 13.4 (b)(ii) | \_\_\_\_\_\_\_% |
| 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 |
| Repayment of Advance payment | 14.2.3 | (a) exceeds \_\_\_\_\_\_% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums  (b) deductions shall be made at the amortization rate of \_\_\_\_\_\_\_\_%\_  [*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*]*]* |
| Period of payment | 14.3 |  |
| Number of additional paper copies of Statements | 14.3(b) | [*Indicate]* |
| Percentage of retention | 14.3(iii) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% *[Insert percentage of retention, normally 5% and not exceeding 10%]* |
| Limit of Retention Money (as a percentage of Accepted Contract Amount) | 14.3(iii) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% *[Insert percentage of retention, normally 5% and not exceeding 10%]* |
| Plant and Materials | 14.5(b)(i) | If Sub-Clause 14.5 applies:  Plant and Materials for payment when shipped \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list].* |
| Plant and Materials | 14.5(c)(i) | Plant and Materials for payment when delivered to the Site \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list].* |
| Minimum Amount of Interim Payment Certificates | 14.6.2 | \_\_\_\_\_\_\_\_\_\_\_\_\_ % of the Accepted Contract Amount. |
| Period of payment of Advance Payment to the Contractor | 14.7(a) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days *[insert number of days, normally 28 days]* |
| Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) | 14.7 (b) (i) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_days *[insert number of days, normally 56 days]* |
| Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment) | 14.7 (b) (ii) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_days *[insert number of days, normally 28 days]* |
| Period for the Employer to make final payment to the Contractor | 14.7(c) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_days *[insert number of days, normally 56 days]* |
| Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) | 14.8 | \_\_\_\_\_% |
| Number of additional paper copies of draft Final Statement | 14.11.1(b) |  |
| Currency of Payment | 14.15 | *[The Contractor will complete the “Annex of Payment Currencies” if applicable in the Particular Conditions - Part G)]* |
| Forces of nature, the risks of which are allocated to the Contractor | 17.2(d) | *[Indicate forces of nature whose risks are allocated to the Contractor]* |
| Permitted deductible limits | 19.1 | insurance required for the Works: \_\_\_\_\_\_\_\_\_  insurance required for Goods:\_\_\_\_\_\_\_\_\_\_\_\_\_  insurance required for liability for breach of professional duty:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  insurance required against liability for fitness for purpose (if any is required):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  insurance required for injury to persons and damage to property:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  insurance required for injury to employees: \_\_  other insurances required by Laws and by local practice:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) | 19.2.1(b) | *\_\_\_\_\_\_\_\_%* |
| List of Exceptional Risks which shall not be excluded from the insurance cover for the Works | 19.2.1(iv) |  |
| Extent of insurance required for Goods | 19.2.2 |  |
| Amount of insurance required for Goods | 19.2.2 |  |
| Amount of insurance required for liability for breach of professional duty | 19.2.3(a) |  |
| Insurance required against liability for fitness for purpose | 19.2.3(b) | Yes/No [ *delete as appropriate*] |
| Period of insurance required for liability for breach of professional duty | 19.2.3 |  |
| Amount of insurance required for injury to persons and damage to property | 19.2.4 |  |
| Amount of insurance required for injury to Personnel | 19.2.5 |  |
| Other insurances required by Laws and by local practice (give details) | 19.2.6 |  |
| Time for appointment of DAAB | 21.1 | 42 days after signature by both parties of the Contract Agreement |
| The DAAB shall be comprised of | 21.1 | *Either: One sole Member*  *or: Three Members*  *[For a Contract estimated to cost above USD 50 million, the DAAB shall comprise of three members. For a Contract estimated to cost between USD 20 million and USD 50 million, the DAAB may comprise of three members or a sole member. For a Contract estimated to cost less than USD 20 million, a sole member is recommended.]* |
| List of proposed members of DAAB | 21.1 | Proposed by Employer [*Attach CVs to the bidding document and the Contract*]  *1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Proposed by Contractor [*Attach CVs to the Contract*]  *1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| Appointment (if not agreed) to be made by | 21.2 | *[Insert name of an international organization or official as the appointing entity or official]* |
| Rules of arbitration | 21.6(a) | Sub-Clause 21.6(a) of Part B – Special Provisions *[insert either “shall” or “shall not”] \_\_\_\_\_\_\_\_\_*apply.  *[Insert rules of arbitration if different from those of the International Chamber of Commerce]*  *[Sub-Clause 21.6 (a) shall be retained in the case of a Contract with a foreign Contractor or Sub-Clause 21.6 (b) shall be retained in the case of a Contract with a domestic Contractor.* |
|  | 21.6 (b) | Sub-Clause 21.6 (b) of Part B – Special Provisions***[insert* *either “shall” or “shall not”*]** *\_\_\_\_\_\_\_\_\_*apply. |
| Place of arbitration | 21.6 (a) | *[if Sub-Clause 21.6(a) of Part B – Special Provisions applies]* |

**Table: Summary of Sections (if any)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of parts of  the Works that shall be  designated a Section  for the purposes of the  Contract  (Sub-Clause 1.1.73)** | **Value: Percentage\* of  Accepted Contract  Amount  (Sub-Clause 14.9)** | **Time for Completion**  **(Sub-Clause 1.1.84)** | **Delay Damages**  **(Sub-Clause 8.8)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

**Table: Summary of Milestones (if any)**

|  |  |  |
| --- | --- | --- |
| **Description of a part of   the Works that shall be  designated a Milestone  for the purposes of the  Contract  (Sub-Clause 1.1.95)** | **Time for Completion** | **Delay Damages**  **(as a percentage of final Contract Price per day of delay)** |
|  | \_\_\_\_\_\_\_ days | **-------%** |
|  | \_\_\_\_\_\_\_\_\_days | **\_\_\_\_\_\_%** |
|  | \_\_\_\_\_\_\_\_\_\_days | **\_\_\_\_\_\_\_%** |
|  |  |  |

Maximum amount of Delay damages for Milestones (percent of final Contract Price): \_\_\_\_%

**Particular Contract Conditions**

**Part B – Specific Provisions**

|  |  |  |
| --- | --- | --- |
|  | | |
| Sub-Clause 1.1.4 **Base Date** | | Sub-Clause 1.1.4 is replaced with the following: “Unless stated otherwise in the Contract Data, Base Date means the date 28 days before the latest date for submission of the Tender. |
| Sub-Clause 1.1.48 **Key Personnel** | | On the second line, replace “Specification” with “Employer’s Requirements”. |
| Sub-Clause 1.1.49 **Laws** | | The Sub-Clause is replaced with:  “**Laws**” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.” |
| Sub-Clause 1.1.59 **Particular Conditions** | | The Sub-Clause is replaced with:  “Particular Conditions” means the document entitled particular conditions included in the Contract, which consists of Part A- Contract Data, Part B- Special Provisions, and Part C- Environmental and Social (ESHS) Metrics for Progress Reports.” |
| Sub-Clause 1.1.74 **Site** | | The Sub-Clause is replaced with:  “**Site**” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.” |
| Sub-Clause 1.1.79 **Statement** | | On the second line after “Payment Certificate under”, add “Sub-Clause 14.2.1 [*Advance Payment Guarantee*] (if applicable),”. |
| Sub-Clause 1.1.83 **Tender** | | The following is added at the end of the sentence. “Tender is synonymous with “Proposal”, “tenderer” with “Proposer”, “tender documents” with “request for proposals documents” |
|  | |
| Sub-Clause 1.1.84 **Tests after Completion** | | On the second line, replace “Specification” with “Employer’s Requirements”. |
| Sub-Clause 1.1.88 **Variation** | | On the first line, replace “any change to the Works” with “any change to the Employer’s Requirements or the Works”. |
| **Sub-Clause 1.1.91 to 1.1.98 are added after Sub-Clause 1.1.98** | | |
| **Sub-Clause 1.1 91** **Bank** | | “**Bank**” means the financing institution (if any) named in the Contract Data. |
| Sub-Clause 1.1.92 **Borrower** | | “**Borrower**” means the person (if any) named as the borrower in the Contract Data. |
| Sub-Clause 1.1.93 **ESHS** | | "**ESHS**" means the environmental, social, health and safety obligations established in the Contractor's Bid and accepted by the Employer that the Contractor shall implement in the execution of the Works, as well as any national requirement on these matters, and in case of that do not exist, those that are contained in the policy and the implementation guidelines of the Inter-American Development Bank and in the Requirements of the Employer and that must take into account, among others, the:  • Operational policy on indigenous peoples and strategy for indigenous development;  • Operational Policy for Involuntary Resettlement;  • Environmental Policy and Compliance with Safeguards;  • Operational policy on gender equality in development  [*Enter others as appropriate]* |
| Sub-Clause 1.1.94 **Milestone** | | “**Milestone**” means a part of the Works stated in the Contract Data (if any), and described in detail in the Employer’s Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.26 [*Milestones*] |
| Sub-Clause 1.1.95 **Milestone Certificate** | | “**Milestone certificate**” means the certificate issued by the Engineer under Sub-Clause 4.26 [*Milestones*]. |
| Sub-Clause 1.1.96 **Currency of Payment Schedule** | | "**Currency of Payment Schedule**" refers to the tables that are included when various components of the Works are proposed, which require substantially different amounts from other foreign currency, where the Employer shall indicate the names of each of the components of the work. |
| **Sub-Clause 1.1.97 Prohibited Practices** | | “**Prohibited Practices**” means any act that constitutes one or more of the practices defined under Sub-Clause 1.18 [*Prohibited Practices*] |
| Sub-Clause 1.1.98COPA | | “**COPA**” means "Conditions of Particular Application" prepared by the Bank for use as Part B of the Conditions of Contract with the FIDIC Yellow Book Second Edition 2017. |
| Sub-Clause 1.2Interpretation | | Sub-paragraph (a) is replaced with the following:   1. “Words indicating one gender include all genders;   “he/she” is replaced with:” it”;  “him/her” is replaced with “it”;  “his” and “his/her” are replaced with: “its”;  “himself/herself” are replaced with: “itself”.”  Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).  sub-paragraph (k) is added:  (k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents”, as applicable.” |
| Sub-Clause 1.5 **Priority of Documents** | | The list of documents is replaced with the following:  (a) the Contract Agreement  (b) the Letter of Acceptance  (c) the Letter of Bid (the last one submitted if Best Final Offer or Negotiations was used)  (d) Particular Conditions Part A - Contract Data  (e) Particular Conditions Part B - Special Conditions  (f) Particular Conditions Part C - Environmental, Social and Health and Safety (ASSS) metrics for progress reports  (g) Particular Conditions Part D - Contractor Code of Conduct  (h) Particular Conditions Part E - Adjustment for Changes in Cost  (i) Particular Conditions Part F - List of Payment Currencies  (j) Particular Conditions Part G - Insurance  (k) these General Conditions  (l) Employer´s Requirements  (m) Contractor Bid Forms and Annexes and Programs  (n) the APCA or Joint Venture agreement (if the Contractor is APCA or Joint Venture)  (o) Any other document indicated as part of the Contract |
| Sub-Clause 1.6Contract Agreement | | In the third line the words “unless they agree otherwise” are replaced by the words “unless the Particular Conditions specifies another term”  The last paragraph is replaced with:  “If the Contractor comprises a JV, the authorized representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.14 (Joint and Several Liability).” |
| Sub-Clause 1.12 **Confidentiality** | | The following is added at the end of the second paragraph: “The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”  “or” at the end of (b) is deleted.  “or” at the end of (c) is added.  The following is then added as (d): “is being provided to the Bank.” |
| **Sub-Clause 1.15 Limitation of Liability** | | Add at the end of the first paragraph “(v) Subclause 11.2 [*Cost of Remedying Defects*]  Add the following paragraph before the last paragraph:  "may not exceed the sum resulting from the application of a multiplier (less than or greater than one) to the Accepted Contract Amount, as indicated in the Contract Data, or (if said multiplier or other sum is not indicated as such) the Amount Contractual Accepted." |
| Sub-Clause 1.17 **Inspections & Audit by the Bank** | | The following Sub-Clause is added after Sub-Clause 1.16:  “The Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 1.18 [*Prohibited Practices*] which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).” |
| Sub-Clause 1.18 **Prohibited Practices** | | The following Sub-Clauses are added:   |  | | --- | | 1.18.1 The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies, including members of its personnel, as well as all firms, entities and individuals participating in a Bank-financed activity acting as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and representatives or agents, irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank[[9]](#footnote-10) all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout the negotiation or execution of a contract. Prohibited Practices are: (i) corrupt practices; (ii) fraudulent practices; (iii) coercive practices; (iv) collusive practices; (v) obstructive practices; and (vi) misappropriation of funds. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank’s Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has adopted procedures to sanction those who have incurred in Prohibited Practices. The Bank also entered into an agreement with other International Financial Institutions (IFIs) to mutually recognize debarment decisions. | | * + 1. For the purposes of this provision, the definitions of Prohibited Practices are as follows:   (i) “*corrupt practice*” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;  (ii) “*fraudulent practice*” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;  (iii) “*collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;  (iv) “*coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;  (v) “*obstructive practice*” is  (i) destroying, falsifying, altering or concealing of evidence material to an IDB Group investigation, or making false statements to investigators with the intent to impede an IDB Group investigation;  (ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an IDB Group investigation or from pursuing the investigation, or  (iii) acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under Subclause 66.1(f) below or access to information; and  (vi) “misappropriation” is the use of IDB Group financing or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard. | | * + 1. If, the Bank determines that at any stage of the procurement or implementation of a contract the Borrower (including beneficiaries of grants), Executing Agencies, Contracting Agencies, any firm, entity or individual participating in a Bank-financed activity as, *inter alia*, bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, (including their respective officers, employees and representatives or agents irrespective of whether the attribution is express or implied) engaged in a Prohibited Practice during the award or implementation of the contract, the Bank may:   (i) not finance any proposal to award a contract for works, goods or services, and consulting services;  (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has engaged in a Prohibited Practice;  (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, *inter alia*, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;  (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;  (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to participate and/or be awarded additional contracts financed with IDB Group resources;  (vi) impose other sanctions that it deems to be appropriate, among others, the restitution of funds and of fines equivalent to the reimbursement for costs associated with investigations and proceedings contemplated in the Sanctions Procedures. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above (the “abovementioned” sanctions are reprimand and debarment/ineligibility);  (vii) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or  (viii) refer the matter to appropriate law enforcement authorities. | | * + 1. The provisions of Subclause 1.18.1 (b) (i) and (ii) 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. | | * + 1. The imposition of any action to be taken by the Bank pursuant to the provisions referred to above may be made public.     2. Pursuant to the Agreement for Mutual Enforcement of Debarment Decisions entered into with other IFIs, any firm, entity or individual bidding for or participating in a Bank-financed activity or acting as bidders, proposers, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, personnel of the Borrower (including grant Beneficiaries), Executing Agencies or Contracting Agencies, (including their respective officers, employees, representatives and agents, irrespective of whether the attribution is expressed or implied) may be subject to a sanction. 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. | | * + 1. The Bank requires that all applicants, bidders, proposers, suppliers, and their representatives or agents, contractors, consultants, officers or employees, sub-contractors, service providers and concessionaires permit the Bank to inspect accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by personnel appointed by the Bank. Applicants, bidders, proposers, suppliers, and their representatives or 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, proposers, suppliers, and their representatives or 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; (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices; and (iii) ensure that employees, representatives or agents of the applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires who have knowledge that the Bank financed the 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 representative or 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, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire. | | * + 1. If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or 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 will 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 suspended or debarred firms and individuals. 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 will not finance the related expenditures and will apply other remedies as appropriate. | | 1.18.2 The Contractor represents and warrants: | | * + 1. that has read and understood the Bank’s definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures; | | * + 1. that they have not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract; | | * + 1. that has not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract; | | * + 1. that neither they nor their representatives or agents, sub-contractors, sub-consultants, directors, key personnel or principal shareholders have been declared ineligible to be awarded a contract by the Bank | | * + 1. that all commissions, representative or agents’ fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed; and     2. 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 Subclause 1.18.1 (b). | |
| Sub-Clause 2.4 **Employer’s Financial Arrangements** | | The first paragraph is replaced with:  “The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer’s obligations under the Contract.”  The following sub-paragraph is added at the end of Sub-Clause 2.4:  “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 will 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 its notice of the extent to which such funds will be available.” |
| Sub-Clause 2.6Employer-Supplied Materials and Employer’s Equipment | | [If Employer- Supplied Materials are listed in the Employer’s Requirements for the Contractor’s use in the execution of Works, the following provisions may be added]:  The following is added after the last paragraph of Sub-Clause 2.6:  “The Employer shall supply to the Contractor the Employer-Supplied Materials listed in the Employer’s Requirements, at the time(s) stated in the Employer’s Requirements (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).  When made available by the Employer, the Contractor shall visually inspect the Employer-Supplied Materials and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].  After this visual inspection, the Employer-Supplied Materials shall come under the care, custody and control of the Contractor. The Contractor’s obligations of inspection, care, custody, and control shall not relieve the Employer of liability of any shortage, defect or default not apparent from a visual inspection.”  [*If Employer’s Equipment are listed in the Employer’s Requirements for the Contractor’s use in the execution of Works, the following provisions may be added*]:  The following is added after the last paragraph of Sub-Clause 2.6:  “The Employer shall make the Employer’s Equipment listed in the Employer’s Requirements available to the Contractor at the time(s) stated in the Employer’s Requirements (if not stated, within the times that shall be required to enable the Contractor to proceed with execution of the Works in accordance with the Programme).  Unless expressly stated otherwise in the Employer’s Requirements, the Employer’s Equipment shall be provided for the exclusive use of the Contractor.  When made available by the Employer, the Contractor shall visually inspect the Employer’s Equipment and shall promptly give a Notice to the Engineer of any shortage, defect or default in them. Thereafter, the Contractor shall rectify such shortage, defect or default to the extent instructed by the Engineer. Such instruction shall be deemed to have been given under Sub-Clause 13.3.1 [*Variation by Instruction*].  The Contractor shall be responsible for the Employer’s Equipment while it is under the Contractor’s control and/or any of the Contractor’s Personnel is operating it, driving it, directing it, using it, or in control of it.  The Contractor shall not remove from the Site any items of the Employer’s Equipment without the consent of the Employer. However, consent shall not be required for vehicles transporting Goods or Contractor’s personnel to or from the Site.” |
| Sub-Clause 3.1The Engineer | | The following is added at the end of the first sub-paragraph:  “The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.” |
| Sub-Clause 3.2 **Engineer’s Duties and Authority** | | The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:   1. Sub-Clause 13.1: Right to vary - instructing a variation, except;    * + 1. in an emergency situation as determined by the Engineer; or        2. (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data. 2. Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.   Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it 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 consent 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, and EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer. |
| Sub-Clause 3.3 **Engineer’s Representative** | | The following is added at the end of Sub-Clause 3.3:  “The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer’s Representative.” |
| Sub-Clause 3.4 **Delegation by the Engineer** | | The following is added at the end of the second paragraph:  “If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority.” |
| Sub-Clause 3.6 **Replacement of the Engineer** | | In the first paragraph, “42 days” is replaced with: “21 days”;  In the third para, “shall” is replaced with: “should”. |
| Sub-Clause 4.1 **Contractor’s General Obligations** | | The following is inserted after the paragraph “The Contractor shall provide the Plant (and spare parts, if any)…”:  “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.”  The following is inserted after the paragraph “The Contractor shall, whenever required by the Engineer...”:  The Contractor shall not carry out mobilization to Site (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 gives consent, a consent that shall not be unreasonably delayed, that appropriate measures are in place to address environmental and social risks and impacts.  Before starting these preliminary activities, at a minimum, the Contractor shall be applying the Management Strategies and the Implementation Plans and the Code of Conduct, presented in the Bid and agreed as part of the Contract. The Contractor shall submit, on an ongoing basis, for the Engineer's Non-Objection, the Contractor's Environmental and Social Management Plan (PGAS-C) and the health and safety risk assessments that are components of the Health and Safety Manual in the Contractor work required in Subclause 4.8 [*Health and Safety Obligations*]. The manual, PGAS-C and health and safety risk assessments must have the Engineer's Non-Objection before the start of construction activities (for example, excavations, earthworks, bridge and structure works, deviations from streams and roads, quarries or material extraction, concrete placement and asphalt manufacturing).  The approved Contractor PGAS must be reviewed by the Contractor periodically (at least every six months) and updated in a timely manner when necessary in order to ensure that the Contractor PGAS contains the appropriate provisions for the activities of the Works that are being executed. The updated PGAS-C will be subject to Engineer's Non-Objection  The following is added at the end of the Sub-Clause:  “The Contractor shall provide relevant contract- related information, as the Employer and/or Engineer may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:   * + - 1. are affected or likely to be affected by the Contract; and       2. may have an interest in the Contract.   The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.” |
| Sub-Clause 4.2 **Performance Security and ESHS Performance Security** | | The first paragraph is replaced with:  “The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (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.”  In the following Sub-Clauses of the General Conditions, 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;  14.2- Advance Payment;  14.6- Issue of IPC;  14.12- Discharge;  14.13- Issue of FPC;  14.14 Cessation of Employer’s Liability;  15.2- Termination for Contractor’s Default;  15.5- Termination for Employer’s Convenience.  Thereafter, throughout Subclause 4.2 [*Performance Guarantee*] is replaced by: [*Performance Guarantee and, if applicable, ESHS Performance Guarantee*]. |
| Sub-Clause 4.2.1Contractor’sobligations | | The first paragraph is replaced with:  “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.”  Thereafter, throughout Sub-Clause 4.2 “Performance Security” is replaced with: “Performance Security and, if applicable, ESHS Performance Security.” |
| Sub-Clause 4.2.2 **Claims under the Performance Security** | | The first paragraph is replaced in its entirety with: “The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract.” |
| Sub-Clause 4.2.3 **Return of Performance Security** | | In sub-paragraph (a) “21 days” is replaced with: “28 days”. |
| Sub-Clause 4.3 **Contractor’s Representative** | | The following is added at the end of the last paragraph: “If any of these persons is not fluent in this 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 | | The following is added at the beginning of the second paragraph.  “The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ESHS requirements.”  The following is added at the end of the last paragraph of Sub-Clause 4.4:  “All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [*After Termination*].  Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.” |
| Sub-Clause 4.5.1Objection to nomination | | In sub-paragraph (a) on the first line before “Subcontractor”, add “nominated”.  In sub-paragraph (c):  “and” is deleted from the end of (i);  “.” at the end of (ii) is replaced with: “, and”.  The following is then added as (iii):  “(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 4.5.2 [ *Payment to nominated Subcontractors*].” |
| Sub-Clause 4.6 **Co-operation** | | On the second-last line of the first paragraph before “Contractor’s”, add “of the”.  The following is added after the first paragraph:  “The Contractor shall also, as stated in the Employer’s Requirements or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessment.” |
| Sub-Clause 4.8 **Health and Safety Obligations** | | The following are included after deleting “and” at the end of (f) and replacing “.” with “;” at the end of (g):  “provide health and safety training of Contractor’s Personnel as appropriate and maintain training records;   * + - 1. actively engage the Contractor’s Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor’s Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor’s Personnel;       2. put in place workplace processes for Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;       3. Contractor’s Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor’s Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;       4. subject to Sub-Clause 4.6, where the Employer’s Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and       5. establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.”   The second and third paragraphs are replaced with the following:  “Within 21 days of the Commencement Date and before commencing any construction on the Site, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 5.2.2 *[ Review by Engineer]*.  The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.  The health and safety manual shall set out all the health and safety requirements under the Contract,   * + - 1. which shall include at a minimum:  1. the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents; 2. details of the training to be provided, records to be kept; 3. the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning); 4. remedies for adverse impacts such as occupational injuries, deaths, disability and disease; 5. the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases, 6. the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labor; 7. the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and    * + 1. any other requirements stated in the Employer’s Requirements.   The paragraph starting with: “In addition to the reporting requirement of…” is replaced with the following:  “In addition to the reporting requirement of sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*] the Contractor shall inform the Engineer immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA. In case of SEA, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, or sexual assault), gender and age of the person who experienced the alleged incident should be included in the information.  The Contractor, upon becoming aware of the incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s, its Subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.  The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause. |
| Sub-Clause 4.13 **Rights of Way and Facilities** | | The last paragraph is replaced with the following text: “The Contractor will also obtain, at the risk and cost of the Contractor, following the procedures consistent with the IDB's safeguard policies, any additional right of way or facilities outside the Works Site that may be required for the purposes of the Works." |
| Sub-Clause 4.15Access Route | | The following is added at the end of Sub-Clause 4.15:  “The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of Contractor’s Equipment on public roads or other public infrastructure.  The Contractor shall monitor and use road safety incidents and accidents reports to identify negative safety issues, and establish and implement necessary measures to resolve them.” |
| Sub-Clause 4.18 **Protection of the Environment** | | Sub-Clause 4.18 Protection of the Environment is replaced with: “The Contractor shall take all necessary measures to:   * + 1. protect the environment (both on and off the Site); and     2. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities.   The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Employer’s Requirements, nor those prescribed by applicable Laws.  In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.” |
| Sub-Clause 4.20 **Progress Reports** | | Replace “4.20 (g) with: “the Environmental, Social, Health and Safety (ESHS) metrics set out in Particular Conditions - Part C”.  Also add:  “The Contractor shall immediately notify the Engineer of incidents in the following categories. Full details of such incidents will be provided to the Engineer within the deadline agreed with the Engineer:  (a) confirmed or probable violation of any international law or agreement;  (b) any death or serious injury (lost time);  (c) significant adverse effects or damage to private property (for example, vehicle accident, damage caused by rock falls, and work outside the authorized limits);  (d) significant contamination of the drinking water aquifer, waterways or damage or destruction of rare or endangered habitats (including protected areas) or species; or  (e) any allegation of gender violence (GBV), sexual exploitation or abuse, child abuse, corruption or other violations involving children. " |
| Sub-Clause 4.21 **Security of the Site** | | Sub-Clause 4.21 Security of the Site is replaced with:“Sub-Clause 4.21 Security of the Site The Contractor shall be responsible for the security of the Site, and:   1. for keeping unauthorized persons off the Site; 2. authorized persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized personnel (including the Employer’s other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor.   The Contractor shall, within 21 days of the Commencement Date, submit for the Engineer’s No-objection a security management plan that sets out the security arrangements for the Site.  The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor’s Personnel, Employer’s Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer’s Requirements.  The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.  In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Employer’s Requirements.” |
| Sub-Clause 4.22 **Contractor’s Operations on Site** | | On the third line of the second paragraph before “4.17”, add “Sub-Clause”. |
| Sub-Clause 4.23 **Archaeological and Geological Findings** | | The first paragraph is replaced with the following:  “All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:   1. take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor’s Personnel or other persons from removing or damaging any of these findings; 2. train relevant Contractor’s Personnel on appropriate actions to be taken in the event of such findings; and 3. implement any other action consistent with the requirements of the Employer’s Requirements and relevant Laws. |
| Sub-Clause 4.24 **Suppliers (other than Subcontractors)** | | **4.24.1 Forced Labor**  The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in Sub-Clause 6.21. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.  **4.24.2 Child labor**  The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in Sub-Clause 6.22. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.  **4.24.3 Serious Safety Issues**  The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.4, 4.8 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to introduce procedures and mitigation measures to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.  **4.24.4 Obtaining natural resource materials in relation to supplier**  The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.  If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats. |
| Sub-Clause 4.25Code of Conduct | | The following Sub-Clause is added:  The Contractor shall have a Code of Conduct for the Contractor’s Personnel.  The Contractor shall ensure that each Contractor’s Personnel is provided a copy of this Code of Conduct, written in a language comprehensible to that person, and shall seek to obtain that person’s signature acknowledging receipt of the same.  The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s Personnel and the local community. |
| Sub-Clause 4.26Milestones | | [*If the Employer wants to have certain parts of the Works completed within certain time but does not wish to take over such parts when completed (as distinct from the parts of the Works which the Employer wishes to take over after completion, which should be defined as Sections in the Contract Data), such parts of the Works should be clearly described in the Employer’s Requirements as “Milestones” and the following Sub-Clause added.*]  The following Sub-Clause is added:  If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply.  The Contractor shall complete the works of each Milestone (including the all work which is stated in the Employer’s Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.  The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [*Programme*], the time for completion of each Milestone. Sub-paragraph 9d) of Sub-Clause 8.4 [*Advance Warning*] and Sub-Clause 8.5 [*Extension of the Time for Completion*] shall apply to each Milestone, such that “Time for Completion” under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.  The Contractor may apply, by Notice to the Engineer, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor’s opinion, be complete. The Engineer shall, within 28 days after receiving the Contactor’s Notice:   1. issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or 2. reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.   The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.  If the Engineer fails either to issue the Milestone Certificate or to reject the Contractor’s application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor’s Notice of application.  If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):   * + - 1. the Contractor shall, subject to Sub-Clause 20.1 [*Claims*], pay delay damages to the Employer for this default;       2. such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;       3. the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor’s liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor). |
| Sub-Clause 5.3 Contractor´s Undertaking | | If the applicable law requires the mandatory / verification and / or verification process, the following Subclause is added:  “The Employer shall provide:  (a) the mandatory review and / or verification processes required by applicable law, and the details of the submission procedures associated with said process (s);  (b) what design element (s), and what type (s) of Contractor´s Documents associated with said element (s), will be subject to the mandatory review and / or verification processes;  (c) if, and to what extent, the mandatory review and / or verification processes of a design element (and the Contractor´s Documents associated with that element) will replace the Engineer's review according to Subclause 5.2.2 [*Review* by the *Engineer* ];  (d) a statement that any Notice of Non-Objection (or considered a Notice of Non-Objection) of the Engineer with respect to any Contractor´s Document will not replace the mandatory review / verification and / or design verification (or design) reviewed)." |
| Sub-Clause 5.4Technical Standards and Regulations | | The following is added as a second paragraph:  “If so stated in the Employer’s Requirements, the Contractor shall:   1. take into account climate change considerations in the design of structural elements of the Works and new buildings if any; and 2. apply the concept of universal access to the design and construction of structures and new buildings if any (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances.) |
| Sub-Clause 6.1 **Engagement of Staff and Labor** | | On the first line, replace “Specification” with “Employer’s Requirements”.  The following paragraphs are added at the end of the Sub-Clause:  The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Employer’s Requirements; and shall also include the Code of Conduct for Contractor’s Personnel as set forth in Sub-Clause 4.25. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.  “The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.” |
| Sub-Clause 6.2 **Rates of Wages and Conditions of Labor** | | The following paragraphs are added at the end of the Sub-Clause:  “The Contractor shall inform the Contractor’s Personnel about:   1. any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Employer’s Requirements; and 2. their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.   The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.  Where required by applicable Laws or as stated in the Employer’s Requirements, the Contractor shall provide the Contractor’s Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor’s Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.” |
| Sub-Clause 6.5Working Hours | | The following is inserted at the end of the Sub-Clause  The Contractor shall provide the Contractor’s Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer’s Requirements.” |
| Sub-Clause 6.6Facilities for Staff and Labor | | The following is inserted at the end of the first para:  “The Contractor shall ensure that such accommodation and welfare facilities meet the requirements of the health and safety manual.”  The following is added as the last paragraph:  If stated in the Employer’s Requirements, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor’s Personnel. The Contractor shall also provide similar facilities for the Employer’s Personnel as stated in the Employer’s Requirements. |
| Sub-Clause 6.7 **Health and Safety of Personnel** | | In the second paragraph, “The Contractor” is replaced with:  “Except as otherwise stated in the Employer’s Requirements, the Contractor…”  “The Contractor will keep records on the health, safety and welfare of people and property damage. When these requirements are set out in the Employer’s Requirements, the content of the records must be in accordance with those requirements. Sexually transmitted diseases (STDs): the Contractor will take measures to minimize the risk of STD transmission (especially the HIV virus) dengue, zika and chikungunya between Contractor´s Personnel and the local community. The Contractor throughout the Contract (including the Defect Notification Period): (i) will carry out Information, Education and Communication (IEC) campaigns, at least every two months, aimed at all the personnel of the Works Site and the Works (including all employees of the Contractor, all Subcontractors and any other employees of the Contractor or the Employer, as well as all drivers and workers who deliver to the Works Site for construction activities) and to local communities adjacent, on risks, danger, impact and appropriate measures to prevent sexually transmitted diseases - or sexually transmitted infections in general and HIV / AIDS in particular hazards and impact, and appropriate avoidance behavior with respect to diseases of STD Sexual Transmission) - o Sexually Transmitted Infections (STIs) in general and HIV / AIDS in particular; (ii) provide male or female condoms for all personnel and work at the Works Site, as appropriate; and (iii) provide testing for STIs and HIV / AIDS, diagnosis, counseling and referral to a dedicated national program of STIs and HIV / AIDS, (unless otherwise agreed) of all Site staff and work of the Works.  The Contractor shall detail (within the health and safety manual (required in Subclause 4.8), the measures it will take to minimize the risk, the cost of the measures and the mechanism for the delivery of the measures. Unless indicated contrary to the Specification, at a minimum, the measures must include proposals to (i) promote early diagnosis and help affected persons, (ii) conduct information, education and communication (IEC) campaigns to contractor personnel, personnel of the contractor Contracting party and the local community, and (iii) provide prevention measures.  For each component, the program will detail the resources that will be provided or used and any proposed related outsourcing and will also include the provision of a detailed cost estimate with supporting documentation.” |
| Sub-Clause 6.9 **Contractor’s Personnel** | | The Sub-Clause is replaced with:  “The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.  The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who:   1. persists in any misconduct or lack of care; 2. carries out duties incompetently or negligently; 3. fails to comply with any provision of the Contract; 4. persists in any conduct which is prejudicial to safety, health, or the protection of the environment; 5. based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; 6. has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [*Recruitment of Persons*]; 7. undertakes behavior which breaches the Code of Conduct for Contractor’s Personnel (ESHS).undertakes behaviors that violate the Code of Conduct (for example, spread of communicable diseases, sexual harassment, gender-based violence (GBV), sexual exploitation or abuse, illegal activities or crimes).   If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [*Contractor’s Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.  Subject to the requirements in Sub-Clause 4.3 [*Contractor’s Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor’s Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above. |
| Sub-Clause 6.12 **Key Personnel** | | The following is inserted at the end of the last paragraph:  “If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.” |
| **The following Sub-Clauses 6.13 to 6.27 are added after Sub-Clause 6.12** | | |
| Sub-Clause 6.13Foreign 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 will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.  The Contractor shall be responsible for the return of these personnel to the place where they were recruited or 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. |
| Sub-Clause 6.14 **Supply of Foodstuffs** | | The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer’s Requirements at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract. |
| Sub-Clause 6.15 **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. |
| Sub-Clause 6.16 **Measures against Insect and Pest Nuisance** | | The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. |
| Sub-Clause 6.17 **Alcoholic Liquor or Drugs** | | The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor’s Personnel. |
| Sub-Clause 6.18 **Arms and Ammunition** | | The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so. |
| Sub-Clause 6.19 **Festivals and Religious Customs** | | The Contractor shall respect the Country’s recognized festivals, days of rest and religious or other customs. |
| Sub-Clause 6.20 **Funeral Arrangements** | | The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works. |
| Sub-Clause 6.21 **Forced Labor** | | The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor 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 labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.  No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. |
| Sub-Clause 6.22 **Child Labor** | | The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).  The Contractor, including its Subcontractors, shall not employ a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.  The Contractor including its Subcontractors, shall only employ children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer’s consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.  Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:   1. with exposure to physical, psychological or sexual abuse; 2. underground, underwater, working at heights or in confined spaces; 3. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; 4. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 5. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. |
| Sub-Clause 6.23 **Employment Records of Workers** | | The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarised 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]. |
| Sub-Clause 6.24 **Workers’ Organisations** | | In countries where the relevant labor laws recognise workers’ rights to form and to join workers’ organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers’ organisations, the Contractor shall enable alternative means for the Contractor’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor’s Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers’ organisations are expected to fairly represent the workers in the workforce. |
| Sub-Clause 6.25 **Non-Discrimination and Equal Opportunity** | | The Contractor shall not make decisions relating to the employment or treatment of Contractor’s Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor’s Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.  Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22). |
| Sub-Clause 6.26 **Contractor’s Personnel Grievance Mechanism** | | The Contractor will have a grievance mechanism for Contractor’s Personnel to raise concerns in the workplace. The grievance mechanism will be proportional to the nature, scale, risks and impacts of the Contract. The mechanism should address concerns promptly, using an understandable and transparent process that provides timely feedback to those interested in a language they understand, without any compensation, and will operate independently and objectively.  The Contractor’s Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor’s Personnel.  The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.  The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements. |
| Sub-Clause 6.27Training of Contractor’s Personnel | | The Contractor shall provide appropriate training to relevant Contractor’s Personnel on ESHS aspects of the Contract, including appropriate sensitization on prohibition of SEA and health and safety training referred to in Sub-Clause 4.8  As stated in the Employer’s Requirements or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor’s Personnel to be trained on ESHS aspects of the Contract by the Employer’s Personnel.  The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel. |
| Sub-Clause 7.3 Inspection | | The following is added in the first paragraph after “Employer’s Personnel” “(including the Bank staff or consultants acting on the Bank’s behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)”  The following is added as (b) (iv):  “(iv) carryout environmental and social audit, and” |
| Sub-Clause 7.7Ownership of Plant and Materials | | The following is added before the first paragraph:  “Except as otherwise provided in the Contract,” |
| Sub-Clause 7.9Eligibility of Goods | | Add new clause:  “All goods will have its origin in eligible countries as defined by the Bank.  The goods will be transported by carriers from these eligible countries, unless the Employer grants a written exception on the basis of possible excessive costs or delays. Insurers and bankers from eligible countries of origin will provide guarantee, insurance and banking services. ” |
| Sub-Clause 8.1 **Commencement of Work** | | The Sub- Clause is replaced in its entirety with the following:  “The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.  The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:   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; and 5. appointment of the DAAB.   Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, 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 11.7 **Right of Access after Taking Over** | | In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with:  “Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:” |
| Sub-Clause 12.1 **Procedure for Tests after Completion** | | In sub-paragraph (b)(ii) on the second line, delete “been”.  *[Note to the Employer: The wording of this Subclause includes the conditions that are normally applicable for a Plant contract, which in other cases may require modification. Given the technical nature, it is recommended that the test requirements be specified in the Employer´s Requirements.]* |
| Sub-Clause 13.3.1 **Variation by Instruction** | | Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;" |
| Sub-Clause 13.4Provisional Sums | | The following is inserted as the penultimate paragraph:  “The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3. |
| Sub-Clause 13.6 **Adjustments for Changes in Laws** | | In the fourth paragraph:  - at the end of sub-paragraph (ii), delete “(with detailed supporting particulars)”  - at the end of this fourth paragraph, add “(with detailed supporting particulars)”.  The following paragraph 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 13.7 [*Adjustments for Changes in Cost*].” |
| Sub-Clause 14.1 **The Contract Price** | | *[ In accordance with GC Sub-Clause 14.1, the Contract price is a lump sum amount subject to adjustments in accordance with the Contract. 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 added:]*  “Any part of the Works which is to be measured shall be specified in the Contract.  The Engineer shall agree or determine the value of those parts of the Works which are to be measured, in accordance with Sub-Clause 3.7 [*Agreement or Determination*]. 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 on Site. It shall give a Notice to the Contractor of not less than 7 days, of the part to be measured on the date on which and place on Site at which the measurement shall be made. Unless otherwise agreed with the Contarctor, the measuremnt on Site shall be made on this date and the Contractor’s Representaive shall:   1. either attend or send another qualified representative to assist the Engineer and to endeavour to reach agreement of the measurement, and 2. supply any particulars requested by the Engineer.   If the Contractor fails to attend or send a representative at the time and place stated in the Engineer’s Notice (or otherwise agreed with the Contractor), the measurement made by (or on behalf of) the Engineer shall be deemed to have been made in the Contractor’s presence and the Contractor shall be deemed to have accepted the measuremnt as accurate.  Any part of the Permanent Works that is to be measured from records shall be identified in the Employer’s Requirements and, except as otherwise stated in the Contarct, such records shall be prepared by the Engineer. Whenever the Engineer has prepared the records of such a part, it shall give a Notice to the Contarctor of not less than 7 days, stating the date on which and place at which the Contractor’s Representative shall attend to examine and agree the records of the Engineer. If the Contractor fails to attend or send a representaive at the time and place stated in the Engineer’s Notice ( or otherwise agreed with the Contarctor), the Contarctor shall be deemed to have accepted the records as accurate.  If, for any part of the Works, the Contractor attends the measuremnt on Site or examines the measurement records (as the case may be) but the Engineer and the Contractor are unable to agree the measurement, then the Contarctor shall give a Notice to the Engineer setting out the reasons why the Contractor considers the measuremnt on Site or records are inaccurate. If the Contractor does not give such a Notice to the Engineer within 14 days after attending the measuremnt on Site or examining the measurement records, the Contractor shall be deemed to have accepted the measurement as accurate.  After receiving a Contractor’s Notice under this Sub-Clause, unless at that time such measuremnt is already subject to the third paragraph of Sub-Clause 13.3.1 [*Variation by Instruction*], the Engineer shall:   1. proceed under Sub-Clause 3.7 [Agreeement or Determination] to agree or determine the measurement; and 2. For the purpose of Sub-Clause 3.7.3 [*Time Limits*], the date on which the Engineer receives the Contractor’s Notice shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3.   Until such time as the measurement is agreed or determined, the Engineer shall assess a provisional measurement for the purposes of Interim Payment Certificates.” |
| Sub-Clause 14.2.1 **Advance Payment Guarantee** | | The first paragraph is replaced with:  “The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions or in another form agreed by the Employer(but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause).” |
| Sub-Clause 14.3 **Application for Interim Payment** | | The following is inserted at the end of (vi) after: *[Agreement or Determination]*: “any reimbursement due to the Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement).” |
| Sub-Clause 14.4Schedule of Payments | | Add at the end of the Subclause:  "Before starting the construction of the Permanent Works, the Contractor shall submit a budget of the main items of the Permanent Works (the "BMIPW") together with any related information and calculations that are reasonably required by the Engineer. The BMIPW shall include the final planned measurements of the main elements of the Permanent Works, which must have been valued using prices such that the total amount equals the Contract Price. The BMIPW must not contain any price corresponding to elements for the design or elements for the Temporary Works. The valuation of each element of these works, and of any other work elements not described in the BMIPW, must be included in the prices corresponding to the Permanent Works, which are constructed using these elements.  The BMIPW must be subject to Non-Objection by the Engineer, and may be rejected at any time without prejudice to the final amount due under the Contract. The BMIPW must be reviewed and reissued if it appears, at any time before the Acceptance, that it does not fully represent the Permanent Works once completed.  During Time for Completion and for the purposes set forth in point (a) of Subclause 14.3, the Contract Price shall not exceed the amount calculated from the updated BMIPW based on the measurements of the Permanent Works that have already been constructed in accordance with the provisions of the Contract. Each Statement must:  (a) be in the same format as the updated BMIPW,  (b) include a signed statement that the updated BMIPW (including the anticipated final amounts) and the measurements of the Constructed Works are all correct, and  (c) be accompanied by a certificate signed by the Contractor Representative, certifying that the part of the Works built to date complies with the Contract."  [*If certain payment (s) to the Contractor is/are to be made on completion of Milestones, such payment (s) should be specified in the Schedule of Payments in the Contract and Sub-Clause 14.4 revised as follows:]*  The following is inserted as the second paragraph:  “If the Schedule of Payments specifies payments to be made to the Contractor based on Milestones, payments shall be made upon completion of such Milestones.” |
| Sub-Clause 14.6.2 **Withholding (amounts in) an IPC** | | “and/or” from subparagraph (b) is deleted.  The following is then added as subparagraph (c) and sub-paragraph (c) of the Sub-Clause is renumbered as (d):  “(c) 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:   * + - 1. failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;       2. failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;       3. failure to implement the C-ESMP e.g. failure to provide required training or sensitization;       4. failing to have appropriate consents/permits prior to undertaking Works or related activities;       5. failure to submit ESHS report/s (as described in Particular Conditions - Part C), or failure to submit such reports in a timely manner;       6. failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).” |
| Sub-Clause 14.7 **Payment** | | At the end of sub-paragraph (b): “and” is replaced with “or” and the following inserted as (iii):  “(iii) 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”  At the end of sub-paragraph (c): “.” is replaced with “;” and the following inserted:  “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*].” |
| Sub-Clause 14.9 **Release of Retention Money** | | The following is added at the end of Sub-Clause 14.9:  “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 after the latest of the expiry dates of the Defects Notification Periods. 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 will 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 will 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 14.12 **Discharge** | | On the seventh line of the first paragraph, replace “Sub-Clause 21.6 [A*rbitration*]” with “Clause 21 [*Disputes and Arbitration*]”. |
| Sub-Clause 14.15 **Currencies of Payment** | | Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”. |
| Sub-Clause 15.1 **Notice to Correct** | | “and” is deleted from (b) and  “.” is replaced by: “; and” in (c).  The following is then added as (d)  “(d) specify the time within which the Contractor shall respond to the Notice to Correct.”  In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).” |
| Sub-Clause 15.2.1 **Notice** | | Subparagraph (h) is replaced by: “(h) is, based on reasonable evidence, in accordance with the Bank's Sanctions Procedures that have been prohibited from Prohibited Practices, as defined in Subclause 1.18 [*Prohibited Practices* ] in the competition for or in the execution of the Contract. |
| Sub-Clause 16.1 **Suspension by Contractor** | | The following paragraph is inserted 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.” |
| Sub-Clause 16.2.1 **Notice** | | Sub-paragraph (j) is deleted in its entirety.  At the end of sub-paragraph (i): “; or” is replaced with: “.”  sub-paragraph (f) is replaced with:  “(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.” |
| Sub-Clause 16.2.2Termination | | The following is added at the end of Sub-Clause 16.2.2:  “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 above, 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 **Contractor’s Obligations After Termination** | | *[if the Employer has made available any Employer- Supplied Materials and/or Employer’s Equipment in accordance with Sub-Clause 2.6, include the following:]*  “and” is deleted from the end of sub-paragraph (b), sub-paragraph (c) deleted and the following added:   * + 1. deliver to the Engineer all Employer- Supplied Materials and/or Employer’s Equipment made available to the Contractor in accordance with Sub-Clause 2.6 *[Employer-Supplied materials and Employer’s Equipment]; and*     2. remove all other Goods from the Site, except as necessary for safety, and leave the Site.” |
| Sub-Clause 17.1 Responsibility for Care of the Works | | On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.  *[If Employer- Supplied Materials are listed in the Employer’s Requirements for the Contractor’s use in the execution of Works, include the following provision. See also Sub-Clause 2.6* [*Employer-Supplied Materials and Employer’s Equipment]]*  After the two instances of “Goods” in the last paragraph, the following is added: “Employer- Supplied Materials”.  *[If Employer’s Equipment are listed in the Employer’s Requirements for the Contractor’s use in the execution of Works, include the following provision. See also Sub-Clause 2.6* [*Employer-Supplied Materials and Employer’s Equipment]]*  After the two instances of “Goods” in the last paragraph, the following is added: “, Employer’s Equipment,”. |
| Sub-Clause 17.3 **Intellectual and Industrial Property Rights** | | On the first line of the second paragraph, replace “notice” with “a Notice”. |
| Sub-Clause 17.7 **Use of Employer’s Accommodation/Facilities** | | The following Sub-Clause is added as 17.7:  “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 its own cost, rectify the loss or damage to the satisfaction of the Engineer.” |
| Sub-Clause 18.1Exceptional Events | | Sub-paragraph (c) is substituted with:  “(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;” |
| Sub-Clause 18.4 **Consequences of an Exceptional Event** | | The following is added at the end of sub-paragraph (b) after deleting the “.”:  “, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [ Insurance to be provided by the Contractor].” |
| Sub-Clause 18.5Optional Termination | | In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably”. |
| Sub-Clause 19.1General Requirements | | The following paragraphs are added after the first:  “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 terms (if any) 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." |
| Sub-Clause 19.2 **Insurance to be provided by the Contractor** | | The following is inserted as the first sentence in Sub-Clause 19.2:  “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to in Clause 19) with insurers from any eligible source country.” |
| Sub-Clause 19.2.3 **Liability for breach of professional duty** | | On the first line of the first paragraph, replace “the part of the Permanent Works under Sub-Clause 4.1 [Contractor’s General Obligations], and/or any other design under the Contract” with “the Permanent Works”. |
| Sub-Clause 19.2.5Injury to Employees | | The second paragraph is replaced with:  “The Employer and the Engineer shall also be indemnified under the policy of insurance, 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 20.1Claims | | In a): “any additional payment” is replaced with “payment”. |
| Sub-Clause 20.2 **Claims for Payment and/or EOT** | | The first paragraph is replaced with:  “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:” |
| Sub-Clause 21.1Constitution of the DAAB | | In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix- General Conditions of Dispute Avoidance/ Adjudication Agreement.”  After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.” |
| Sub-Clause 21.2Failure to Appoint DAAB Member (s) | | For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [*Constitution of the DAAB*]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”.” |
| Sub-Clause 21.6Arbitration | | In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:  “arbitration. Arbitration shall be conducted as follows:   1. if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language]. 2. If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.” |
| **Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement** | | |
| **Title** | | “General Conditions of Dispute Avoidance/Adjudication Agreement” is replaced  with “General Conditions of DAAB Agreement”. |
| **1. Definitions** | | Sub-Clause 1.2 On both the first and third lines, “DAA Agreement” is replaced with “DAAB Agreement”.  Sub-Clause 1.3   * In the first line, “Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” is replaced with: “DAAB Agreement” is as defined under the Contract and is”. * - In the first line of sub-paragraph (c), “DAA Agreement” is replaced with “DAAB Agreement” * - In sub-paragraph (c)(ii), replace “chairman” with “chairperson”.   Sub-Clause 1.3 “DAAB Activities” is replaced with Sub-Clause 1.4 “DAAB Activities” and the subsequent Sub- Clauses under Clause 1 “Definitions” renumbered:  In Sub-Clause 1.7 to 12: All instances of “DAA Agreement” are replaced with “DAAB Agreement”  In Sub-Clause 1.8 a(i):” authorized representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative and authorized representative of the Employer” |
| **3. Warranties** | | Sub-Clause 3.3 is deleted and replaced with the following:  “When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she;   1. has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management; 2. has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes; 3. has received formal training as an adjudicator from an internationally recognized organization; 4. has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract; 5. has experience in the interpretation of construction and/or engineering contract documents; 6. has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and 7. is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB).” |
| **7. Confidentiality** | | In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b).  and the following sub-paragraphs added:  “(d) is being provided to the Bank” |
| **9. Fees and Expenses** | | In Sub-Clause 9.1 c): “business class or equivalent” is replaced with: “in less than first class” |
|  | | In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively. |
| 1. **Resignation and Termination** | | In Sub-Clause 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAA Agreement”. |
| **Annex- DAAB Procedural Rules** | | |
| Rule 4.2 | On the fourth line, replace “chairman” with “chairperson”. | |
| Rule 8.3 | On the sixth line, replace “chairman” with “chairperson”. | |
| **Form of Dispute Avoidance/Adjudication Agreement** | | |
| All instances of “DAA Agreement” are replaced with: “DAAB Agreement”.  In C (b): “chairman” is replaced with “chairperson”. | | |

**APPENDIX**

**General Conditions of Dispute Prevention / Adjudication Board Agreement**

**[*Note to Employer, use General Conditions of Agreement as per FIDIC Yellow Book, Second Edition 2017*]**

**Procedural Rules**

**[*Note to Employer, use General Conditions of Agreement as per FIDIC Yellow Book, Second Edition 2017*]**

**Particular Conditions**

**Part C- Environmental, Social, Health and Safety (ESHS) Metrics for Progress Reports**

***[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The metrics that are required should be determined by the ESHS risks and impacts of the Works and not necessarily by the size of the Contract]***

*Metrics for regular reporting:*

a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*

*b. health and safety incidents, accidents, injuries that require treatment and all fatalities;*

*c. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*

d. *status of all permits and agreements:*

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

ii. 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).

e. *health and safety supervision:*

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

ii. 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);

f. *worker accommodations:*

i. number of expats housed in accommodations, number of locals;

ii. 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.;

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

g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*

h. *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);*

i. *training:*

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

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

iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.

iv. number and date of SEA sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor’s Personnel (in the reporting period and in the past), etc.

j. *environmental and social supervision:*

i. 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;

ii. 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

iii. 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.

k. *Grievances: list new grievances (e.g. allegations of 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):*

i. Worker grievances;

ii. Community grievances

l. *Traffic, road safety and vehicles/equipment:*

i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

iii. 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.).

m. *Environmental mitigations and issues (what have been done):*

i. 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;

ii. 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;

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

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

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

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

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

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

n. *compliance:*

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

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

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

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

v. 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

**Particular Conditions**

**Part D – Contractor´s Code of Conduct**

**Minimum Requirements for the Contractors’ 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.

**Particular Conditions**

**Part E – Adjustment for Changes in Cost**

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).

**Particular Conditions**

**Part F - Schedule 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** |  |  |  |  |

**Particular Conditions**

**Part G - Insurance**

*[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 19.2**
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

Section IX. Contract Forms

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Notification of Intention to Award

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

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

* For the attention of Bidder’s Authorized Representative
* Name: *[insert Authorized Representative’s name]*
* Address: *[insert Authorized Representative’s Address]*
* Telephone number: *[insert Authorized Representative’s telephone number]*
* Email Address: *[insert Authorized Representative’s email address]*

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

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

**Notification of Intention to Award**

**Employer:** *[insert the name of the Employer]*

**Project:***[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No.** *[insert reference number for loan]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

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

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

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Bidder** | **Technical Score** | **Bid price** | **Evaluated Bid Cost** | **Combined Score** |
| [*insert name*] | [*insert Technical score*] | [*insert Bid price*] | [*insert evaluated cost*] | [*insert combined score*] |
| [*insert name*] | [*insert Technical score*] | [*insert Bid price*] | [*insert evaluated cost*] | [*insert combined score*] |
| [*insert name*] | [*insert Technical score*] | [*insert Bid price*] | [*insert evaluated cost*] | [*insert combined score*] |
| [*insert name*] | [*insert Technical score*] | [*insert Bid price*] | [*insert evaluated cost*] | [*insert combined score*] |
| [*insert name*] | [*insert Technical score*] | [*insert Bid price*] | [*insert evaluated cost*] | [*insert combined score*] |

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

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

1. **Best and Final Offer or Negotiations**

|  |
| --- |
| Pursuant to ITB 41.1, in the evaluation of Bids or pursuant to ITB 44.1 on the final award of this Contract, following method was used:  🞎 Best and Final Offer  🞎 Negotiations  🞎 Neither method  ***[Delete if not applicable]***  The name of the independent probity authority is:**:** *[insert the name of the Independent Probity Assurance Authority]* |

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**  You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.  Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this RFB, and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the contract. 3. You must submit the complaint within the period stated above. 4. You must include, in your complaint, all of the information pursuant to paragraphs 2.77 to 2.81 of the Bank´s Procurement Policies and Appendices 1 and 3. |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended as stated in Section 5 above. |

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*

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

**RFB 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 Bid 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 Bidders, 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 (the last if BAFO or Negotiations were used)
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 the last if BAFO or Negotiations were used)
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 | |

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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Annex 4 Variations

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Annex 8 Variations necessary for ESHS management as a result of accepted variation, if appropriate

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]*[[10]](#footnote-11):

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[[11]](#footnote-12)

(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[[12]](#footnote-13):

(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:

RFB 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 \_\_\_\_\_\_\_\_\_\_\_ ( ),[[13]](#footnote-14)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… [[14]](#footnote-15)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 Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

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

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

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

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

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

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

Advance Payment Security

**Demand Guarantee**

*[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 \_\_\_\_\_\_\_\_\_\_\_ ( ) *[[15]](#footnote-16)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\_\_\_,[[16]](#footnote-17)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.***

Attachment

**Invitation for Bids**[[17]](#footnote-18)

*(with pre-qualification)*

*[Employer letterhead]* [[18]](#footnote-19)

*[date]*

A: *[name of contractor]*

*[address]*

Reference*: [Indicate the number of the IDB loan number]*

Name and number of contract identification to \_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_[[19]](#footnote-20)

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, e-mail]*[[20]](#footnote-21)*.*

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. [*Delete these paragraphs or delete either one that does not apply:* *“The Employer will use the Best and Final Offer method in the evaluation of bids” or “The Employer will use Negotiations in the final award of the contract”.]*

We would be grateful to please acknowledge receipt of this letter immediately and in writing by e-mail. 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. The Bank offers two types of international public bidding documents (ICB): Request for Bids (RFB) that shall be used when the Borrower can specify in detail all the requirements, which allows firms to submit bids that meet the requirements established in the bidding document and where the evaluation criteria are normally expressed in monetary terms; and the Request for Proposals (RPF) to be used when the Borrower cannot clearly specify its requirements (in general, it is used for complex and innovative procurement), which allows firms to submit proposals that vary in the degree of compliance with the requirements established in the bidding document; in that case, the evaluation criteria usually include rated type criteria. [↑](#footnote-ref-2)
2. If the operation services 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 Works. [↑](#footnote-ref-3)
3. In such cases, the Bank must be satisfied with the functionality of said system, as provided in paragraph 3.21 of the Procurement Policies GN-2349-15. [↑](#footnote-ref-4)
4. Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI’s are available on the Bank's web site (www.iadb.org/integrity) [↑](#footnote-ref-5)
5. 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-6)
6. 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-7)
7. 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-8)
8. 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-9)
9. Information on how to present allegations of Prohibited Practices, the application of rules regarding investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFI’s are available on the Bank's web site (www.iadb.org/integrity) [↑](#footnote-ref-10)
10. [↑](#footnote-ref-11)
11. Costs must be indicated in USDOL. [↑](#footnote-ref-12)
12. Costs must be indicated in USDOL. [↑](#footnote-ref-13)
13. *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-14)
14. *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-15)
15. 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-16)
16. 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-17)
17. 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-18)
18. 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-19)
19. 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-20)
20. 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-21)