**STANDARD BIDDING DOCUMENTS**

**Procurement of**

**Small Works**

**Design & Build**

**TRAIL VERSION**

**Request for Bids (RFB) under International Competitive Bidding One-Stage**

**(without prior prequalification)**

**Inter-American Development Bank**

**January 2020**

 **Revisions**

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| **Version**  | **Modifications** | **Reason** |
| October 2005 | First publication  | First publication |
| August 2006 | Section I – Instructions to Bidders – Clause 3 Section V – Contract General Conditions – Clause 60 | Modification to the Procurement Policies for Goods and Works financed by the Interamerican Development Bank – paragraph 1.14 (GN-2349-7) |
| 2011 | Section I Clause 3: Prohibited Practices Clause 4: Eligible BiddersBidderOffers submission Form Section V Cause 60: Prohibited Practices | Modification to the Procurement Policies for Goods and Works financed by the Interamerican Development Bank GN-2349-9. Modification to the definition of Prohibited Practices and inclusion of reciprocal sanctions recognition |
| February 2018 | Instructions to Bidders, bidding forms and General Conditions modified for Small Works Design and Construction | First edition of adapted Bidding Document allowing procurement of small Works through lump sum design and construction contracts  |
| January 2019 | ITB, GCC, PCC, Forms | Editorial corrections and enhanced ESHS provisions in accordance to the practices of the MDB.Stipulations on conflict of interest and eligible bidders adopted pursuant to the Bank's other SBD.Deadline for submitting questions regarding the bidding document expanded from 21 days to 14 days before deadline for bid submission.Optional requirements on Beneficial Ownership disclosure and Forms added.Added detailed instructions to fill in the Bid Data Sheet. Bid Forms and Contract Forms are relocated under their respective Sections. |
| January 2020 | ITB, GCC and Forms | The revision is 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.The term "Request for Bids" (RFB) is introduced to distinguish the document from the "Request for Proposals" (RFP) that may be available in the future. Prohibited Practices are updated.The term "bidding document" replaces the other ways of referring to the same: "Bidding Documents", "Bidding Document".Several ITBs are added as mandate by the Policies, including, *inter alia*: 3.1, 25.1, 33, 35, 36, 37, 38, 39, 40 and 44. Consequently, other Sections include the relevant adjustments and forms. |

**Preface**

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 document in this publication have been prepared to be used by Borrowers for “small” works design and construction procurement projects generally for a value less than US$10 million, through an International Competitive Bidding (ICB). The document may also be used in national public bidding with the corresponding adjustments, and in each case must be agreed with the Bank.

When this document is used, the Contractor selected shall understand that the final design document that shall be prepared is sufficiently standard and does not admit substantive changes between one and another Bidder’s Offers. Therefore, technical proposals or preliminary designs do not have to be evaluated technically with scores. Technical proposals are simply examined to determine agreement and compliance with the Requirements and specifications. Bidding is a one stage and the offers have to be presented in one envelope containing the technical proposal and the Offer Price. The award is granted to the lowest evaluated cost Offer among those technical proposals that adequately meet the Employer’s requirements. In cases considered convenient to value the technical submittal using scores which may be combined or not with the Offer – Financial Part, it is better to use in the bidding the Bank Public Works SBD D+C referred to in the next to last paragraph in this Preface.

Any discrepancy that may arise between the Employer and the selected Contractor concerning the final design shall be ultimately resolved by the Technical Adjudicator and therefore, appointing this individual expert holds great significance in the effective operation of the contract.

The General Conditions of this contract are those employed in the SBD for the procurement of Small Works in the Bank, partially modified by a technical and legal team, to insert the obligations resulting from the design preparation by the selected Contractor, the approval by the Employer and the Contractor quality assurance for the Project execution under a sole responsibility program. In Section IV Bidding Forms to guide Bidders in preparing and submitting their technical proposals related to design preparation and execution plans are included.

The SBD includes new provisions regarding the ESHS environmental, social and safety and health measures that have been reviewed and improved by the Bank Environmental and Social Safeguards Unit. This update includes the optional requirement of disclosure of the Beneficial Ownership by the selected contractor and the relevant Form. This SBD has also been reviewed by the Bank Department of Infrastructure (INE), the Legal Department and the Office of Institutional Integrity, OII.

In complex projects for values exceeding US$10 millions, it may be preferable to use the Bank standard bidding document entitled ***Standard Bidding for the Procurement of Design & Build Works***  iscurrently on a trial period.

During the bidding document trial period, the Bank will be grateful for comments and questions on the document to make it more effective. For that purpose, please contact:

Operations Financial Management and Procurement Services (VPC/FMP)

Inter-American Development Bank

1300 New York Avenue, N.W. Washington, D.C. 20577, USA
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# Introduction

This Standard Bidding Document has been prepared for design & build of small works.

Lump sum contracts must be used for Works with physical and quality or performance features that may be determined completely before the request for offers, or for those whose designs shall undergo minimum variations, such as for the construction of buildings, pipeline installations, power line transmission towers and an array of small structures such as bus stops or school restrooms.

In lump-sum contracts the notion of valued “list of activities and sub-activities” has been introduced to allow payments made as “activities” or “sub-activities” are completed. Payments can also be made on the basis of percentage progress made in each activity. Generally, Employers define the quantity of Lists of Activities (parts, components, insignificant elements); these are empty lists that must be filled out by Bidders on are only titled; Bidders define the contents together with the lists of sub-activities. Sometimes, the Employers also produce the content of these Lists of Activities, which must be quoted by Bidders. In such cases, there is a risk that Contracting Parties leave out elements (significant or minor) of the projects that may affect the Works functionality.

For the avoidance of doubts, the Employer must always insert the titles of the lists of activities and sub-activities. It is the Bidder’s responsibility to complete them to reflect the real content of their proposal to have functional projects and fully respond to the Employer requirements found in the specifications and descriptions of use and operations, adding other lists of activities and sub-activities that the Bidder shall signal as omitted in the Employer’s proposal.

The Bank experience indicates that Borrowers have a broad and very diverse range of technical information available before the call for bidding. Some only have general specifications and few details about the works; others count on very advanced draft projects. The Bank Technical Units prepare a guide about the design process for this type of procurement indicating which are the minimum aspects to be included in the conceptual design before the bidding call. Once this guide is available, it shall be added to the User’s Guide of this SBD.

The indications shown next should be followed to use the documents:

(a) All listed documents in the Table of Contents normally are necessary for projects procurement. However, as it becomes necessary, these shall be adapted to the particular project circumstances.

(b) Before the bidding Documents are issued, the Employer shall prepare the Bidding Data Bidding Sheet (Section II), the Contract Special Conditions (Section VI) and Sections VII, VIII, IX referring to Specifications, Blueprints and the List of Activities. The Employer shall read and /or provide the information indicated in the notes between brackets and italics. In those few cases when it is required that the Bidder provide information, it shall be specified in the notes. **Footnotes and notes to the Employer are not part of the text and shall not have to be included in the bidding documents issued to Bidders.**

(c) Modifications required to respond to the needs of each Project or contract, shall only have to be included in the Bidding Data Sheet and in the Contract Particular Conditions as amendments to the Instructions to Bidders and the Contract General Conditions, respectively.

(d)**This standard bidding document has been prepared for use in bidding procedures with no prequalification.** However, that can be used for prequalification bidding with very slight modifications, even when in this document Bidder’s prequalification process per se is not considered.

**Document for Design & Build of Small Works**

*[Insert Name of Works to Design & Build]*

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**Issued:** *[Insert date]*

**RFB No:** *[Indicate LPI number]*

**Employer:** *[Indicate name of Employer]*

**Country:** *[Indicate name of country]*

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# Section I. Instructions to Bidders

*This Section of the bidding document should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It should also give information on bid submission, opening and evaluation, and on the award of Contract.*

The provisions governing the Contractor’s performance when Works and designs are implemented, payments made in view of the Contract or concerning risks, rights and obligations of the parties as a result of the Contract are usually not included in this Section, but are included in Section V the Contract General Conditions (CGC) and/or in Section VI, the Particular Conditions of Contract (PCC). In case that addressing the same subject in various sections of the documents cannot be avoided, special care must be taken to avoid contradictions among Clauses referring to the same subject matter.

*These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.*

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**Instructions to Bidders (ITB)**

## A. General

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| --- | --- |
| 1. Scope of Bid  | 1.1 The Employer, as defined3 **in “General Conditions of Contract” (GCC) and identified in Section II “Bidding Data Sheet” (BDS)**, invites bids for the construction of Works, as described in the **BDS** and Section VI, “Particular Conditions of Contract” (PCC). The name and identification number of the Contract are provided **in the** **BDS** and the PCC.1.2 The selected Bidder shall design and complete the Works by the Completion Date Planed as provided **in the BDS** and in Sub-Clause 1.1 (r) of the PCC. If specified **in the BDS,** the design shall be delivered by the indicated date. 1.3 In this bidding document:1. The term “in writing” means a communication in writing (for example, mail, electronic mail, fax and even if it so specified in ITB 1.4, distributed or received through the procurement electronic system used by the Employer), with proof of receipt.
2. if the context so requires, “singular” means “plural” and vice versa;
3. “day” means calendar day; and
4. “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.

1.4 If specified **in the BDS**, the Employer intents to use the electronic-procurement system indicated **in the BDS** to manage the aspects of this procurement process specified **in the BDS**. |
| 2. Source of Funds | 2.1 The Borrower, as defined **in the** **BDS,** intends to apply part of the funds of a loan from the Inter-American Development Bank (IDB) (hereinafter called “the Bank”), as defined **in the BDS,** in the amount as indicated **in the BDS** towards the cost of the Project, as defined **in the** **BDS,** to cover eligible expensive under the Contract for the Works.2.2 Payments by the Bank shall be made only at the request of the Borrower and upon approval by the Bank in accordance with the Loan Contract and shall be subject in all respects to the terms and conditions of that Contract. Except as the Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Contract or have any rights to the loan proceeds.  |
| 3. 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[[1]](#footnote-1) 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:

(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 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.
 |
| 3.2 By submitting bids bidders and proposers 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).
 |

 |
| 4. 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 disqualified from participating in contracts intended to be financed in whole or in part from Bank loans. Section III, “Eligible Countries” 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 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 shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
		1. directly or indirectly controls[[2]](#footnote-2) 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 has received any direct or indirect subsidy from another Bidder for the purpose of this bidding process; 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. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
		6. or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
		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;
		8. has a close[[3]](#footnote-3) 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 unlessthe conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
	2. A Bidder, parent company, subsidiary, or previous form of organization constituted by or with any. of the same individual(s) as principal(s), declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions, and is that is under a declaration of ineligibility during the period of time established by the Bank in accordance with ITB 3, at the date of contract award, shall be disqualified. The list of such ineligible firms and individuals is indicated **in the BDS.**
	3. 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 JVCA member may 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.
	4. Government-owned enterprises in the Employer'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 Borrower.
	5. A Bidder shall not be under suspension from bidding by the Employer as a result of non-compliance with a Bid-Securing Declaration.
	6. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
 |
| 5. Qualifications of the Bidder  | 5.1 In accordance with Section IV, "Bidding Forms" all Bidders shall submit a description of the design methodology, work program, and the preliminary schedules planned, including drawing and graphics as necessary and possible based on the level of details of the information provided by the Employer and the Contractor's designer experience. 5.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV, “Bidding Forms.” 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, “Bidding Forms” unless otherwise stated in the **BDS**:(a) copies of original documents defining the constitution or incorporation, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;(b) total monetary value of construction works performed for each of the last five (5) years;(c) experience in works of a similar nature and size for each of the last five (5) years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts; (d) major items of construction equipment proposed to carry out the Contract;(e) qualifications and experience of key technical personnel for the design, construction, technical supervision and quality control of the Works and also for the administrative personnel proposed to work at the Projects site; (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past five (5) years;(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);(h) authorization to seek references from the Bidder’s bankers;(i) information regarding any litigation, current or during the last five (5) years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;(j) proposals for subcontracting components such as the design or parts of the Works amounting to more than ten (10) percent of the Contract Price. The ceiling for subcontractor's participation is stated **in the BDS.**5.4 Bids submitted by a Joint venture, Consortium or Association (“JVCA”) of two or more firms as partners shall comply with the following requirements, unless otherwise stated **in the** **BDS**:(a) the Bid shall include all the information listed in ITB 5.3 above for each JVCA partner;(b) the Bid shall be signed so as to be legally binding on all partners;(c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;(d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the JVCA; and(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.(f) a copy of the JVCA Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a JVCA 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. The Agreement of the Letter shall specify the percentage participation of each member. 5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria1. an average annual billing of construction work over the period specified in the **BDS** of at least the multiple indicated in the **BDS**.
2. demonstrate experience in the design of works of at least the number of works indicated **in the BDS**, whose nature, amount, and complexity are equivalent to those of the tendered works;
3. experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should be at least seventy (70) percent complete);
4. show that it can ensure the timely availability (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
5. have a Project Administrator with at least five years’ experience in projects of a nature and volume equivalent to the bidding Works, of which at least three years have to be as Projects Administrator/Manager;
6. have on a team of engineers to carry out technical supervision, design and projects quality control; and
7. have liquid assets and/or credit availability free of another contract commitments and excluding any advance that may have been received under the Contract, for an amount exceeding the sum indicated in the **BDS.[[4]](#footnote-4)**

A history of consistent lawsuits or arbitration awards against the Bidder or any one of the members of an JVCA may be grounds for disqualification. 5.6 The figures for each of the partners of a JVCA shall be added together to determine the Bidder’s compliance with the minimum qualifying criteria of ITB 5.5 (a) and (e); however, for a JVCA to qualify, each of its partners must meet at least twenty five (25%) percent of minimum criteria of ITB 5.5 (a), (b), and (e) for an individual Bidder, and the partner in charge at least forty (40%) percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the JVCA’s Bid. 5.7 To determine Bidders conformity with the qualifying criteria the sub-contractors experience or resources shall not be taken into account, except otherwise indicated in **the BDS.** For works design, the designer may be a specialized Sub-contractor, in which case, the designers specific experience shall be added to those of the Bidder for purposes of ITB 5.5 (b). |
|  6. One Bid per Bidder  | 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a JVCA[[5]](#footnote-5). A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder’s participation to be rejected. |
| 7. Cost of Bidding | 7.1 Bidders shall be responsible for all expenses associated with the bid preparation including for basic additional studies, preliminary designs and necessary calculations to submit their bids and the Employer shall have no responsibility or obligation of these costs at any time.  |
| 8. Site Visit  | 8.1 The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain 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. |
|  | 8.2 According to Clause 12.3 of the GCC, basic data and information delivered by the Employer in this bidding document , which the Employer has not declared to be truthful and sufficient, must be verified by Bidders and at a later date, during the projects design, modified or not by the Contractor, at his/her discretion or not, to meet the requirements of Section VII. “Specifications and Performance Conditions” and attain its purposes. Except for information regarding the Projects land titleship, the Employer is not responsible for the veracity and sufficiency of the data; consequently, this information is a risk for Bidders and then the for the selected Contractor. |
| B. Bidding Document  |
| 9. Contents of Bidding Document  | 9.1 The set of bidding document comprises the documents listed in the table below and addenda issued in accordance with ITB 11: Section I. Instructions to Bidders (ITB)  Section II. Bidding Data Sheet (BDS)  Section III. Eligible Countries  Section IV. Bidding Forms  Section V. General Contract Conditions (GCC)  Section VI. Particular Contract Conditions (PCC)  Section VII. Specifications & Performance Requirement  Section VIII. Drawings Section IX. List of Activities and Sub-Activities  Section X. Forms of Contract  |
| 10. Clarification of Bidding Document | 10.1 A prospective Bidder requiring any clarification of the bidding document may notify the Employer in writing at the Employers’ address indicated **in the BDS.[[6]](#footnote-6)** The Employer shall respond to any request for clarification received earlier than 21 days prior to the deadline for submission of bids. Copies of the Employer’s response shall be forwarded to all purchasers of the bidding document, including a description of the inquiry, but without identifying its source. |
| 11. Amendment of Bidding Document  | 11.1 Before the deadline for submission of bids, the Employer may modify the bidding document by issuing addenda.11.2 Any addendum thus issued shall be part of the bidding document and shall be communicated in writing to all purchasers of the bidding document.[[7]](#footnote-7) Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer. 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB 21.2 below.  |
| C. Preparation of Bids  |
| 12. Language of Bid  | 12.1 All documents relating to the Bid shall be in the language **specified in the BDS.** |
| 13. Documents Compromising the Bid  | 13.1 The Bid submitted by the Bidder shall comprise the following:1. The Contractor’s Bid (in the format indicated in Section IV, "Bidding Forms");
2. Bid Security, or Bid Validity Declaration, in accordance with ITB 17, if required;
3. The List of Activities valued (that is, with prices shown);
4. Qualification Information Form and Documents;
5. Alternative offers where invited; and

(f) any other requested materials to Bidders to complete and submit, as specified **in the BDS.** |
| 14. Bid Prices  | 14.1 The Contract shall include the design and build under “a sole responsibility” framework during the entire Project specified in ITB 1.1, based on the List of Activities established by the Employer, accepted or extended and valued by the Bidder.14.2 The Bidder shall indicate prices for all Works line items according to List of Activities. The Employer shall not make payments for sub-activities or items implemented for the Bidder did not indicate prices, and therefore, shall be considered in other sub-activities within the List of Activities, valued in relation to the a sole responsibility lump sum contract for design and build of this bidding. If there are corrections, these shall be done by crossing out, signing and ting the incorrect prices and rewriting them correctly in the corresponding Form. 14.3 All duties, taxes, and other levies payable by the Employer under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, the unit prices, and total Bid price submitted by the Bidder14.4 The global price quoted by the Bidder shall be subject to adjustments during the Contract implementation if it so established in the BDS**, in the PCC** and in the stipulations seen in Clause 47 of the GCC. Along the Bid, the Bidder shall provide all the information required in the Special Contract Conditions and in the Clause 47 of the GCC.  |
| 15. Currencies of Bid and Payment  | 15.1 The global price shall be quoted by the Bidder entirely in the currency of the Employer’s country – as per specifications in the **BDS.** Payment requirements in foreign currency shall be indicated as percentages of the Bid price (excluding the temporary quantities[[8]](#footnote-8)) and shall be payable in up to three foreign currencies selected by the Bidder. 15.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in ITB 15.1 above shall be the selling rates for similar transactions established by the source specified **in the** **BDS** prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB 29.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid. 15.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.15.4 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the quantities included in the rates and prices, if required **in the BDS,** are reasonable and responsive to ITB 15.1. |
| 16. Bid Validity  | 16.1 Bids shall remain valid for the period [[9]](#footnote-9) specified **in the BDS**. 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing. If a Bid Security is requested in accordance with ITB 17, it shall be extended up to 28 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security or execution of its Bid Validity Declaration. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB 17. 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended beyond 56 days, the quantities payable in local and foreign currency to the Bidder selected for award, shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking the above correction into consideration.  |
| 17. Bid Security and Bid Validity  | 17.1 If required **in the BDS,** the Bidder shall furnish as part of its Bid, a Bid Security or a Bid-Securing Declaration in original form as specified **in the BDS.** 17.2 The Bid Security shall be in the amount specified **in BDS** and denominated in the currency of the Employer’s country or the currency of the Bid or in another freely convertible currency, and shall:(a) at the bidder’s option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond or surety issued by an insurance or bonding institution; 1. be issued by a reputable institution selected by the bidder and located in any country. If the institution issuing the bond or surety is located outside the Employer’s Country, it shall have a correspondent financial institution located in the Employer’s Country to make it enforceable;
2. be substantially in accordance with one of the forms of Bid Security included in Section X, “Contract Forms,” or other form approved by the Employer prior to bid submission;
3. be payable promptly upon written demand by the Employer in case the conditions listed in ITB 17.5 are invoked;

(e) be submitted in its original form (copies shall not be accepted); (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB 16.2. 17.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration in accordance with ITB 17.1, shall be rejected by the Employer as non-responsive. 17.4 The Bid Security or the Bid-Securing Declaration of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the performance security. 17.5 The Bid Security may be forfeited or the Bid-Securing Declaration executed:(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 16.2; or(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 28;(c) if the successful Bidder fails within the specified time to:(i) signing the Contract; or(ii) furnish the required performance security.17.6 The Bid Security or Bid-Securing Declaration of a JVCA must be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent. |
| 18. Alternative Proposals by Bidders  | 18.1 Alternatives shall not be considered, unless specifically allowed **in the BDS.** If so allowed, ITB 18.1 and 18.2 shall govern, and **in the BDS** shall specify which of the following options shall be allowed:(a) Option One. A bidder may submit alternative bids with the base bid and the Employer shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-price evaluated bid, or(b) Option Two. A bidder may submit an alternative bid with or without a bid for the base case. All bids received, for the base case, as well as alternative bids meeting the technical specifications and performance requirements pursuant to Section VII, shall be evaluated on their own merits.18.2 All alternative Offers shall provide the necessary information for their complete evaluation by the Employer. including preliminary design calculations, alternative technical alternatives, graphs and frameworks, possible construction methods and preliminary proposed schedules and other relevant details according to ITB 5.1 and the Section IV "Bidding Forms."  |
| 19. Format and Signing of Bid  | 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 13, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS,** and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB 5.3 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. 19.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract. |
| D. Submission of Bids  |
| 20. Submission, Sealing and Marking of Bids  | 20.1 Bidders may always submit their bids by mail or by hand. When so specified **in the BDS,** bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures specified **in the BDS.** In the case of Bids submitted by mail or by hand the Bidder shall seal the original and all copies of the Bid in two inner envelopes, duly marking them as “ORIGINAL” and “COPIES”, respectively, and shall seal the two inner envelopes into an outer envelope20.2 The inner and outer envelopes shall: (a) be addressed to the Employer at the address[[10]](#footnote-10) provided in the **BDS;** (b) bear the name and identification number of the Contract as defined **in the BDS** and PCC; and(c) include a warning note as indicated in the **BDS** to avoid opening the Bid before the time and date for the opening of Bids as outlined in the **BDS.** 20.3 In addition to the identification required in ITB 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB 22.20.4 If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.  |
| 21. Deadline for Submission of Bids   | 21.1 Bids shall be delivered to the Employer at the address specified in ITB 20.2 (a) no later than the time and date specified **in the** **BDS.** 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline. |
| 22. Late Bids | 22.1 Any Bid received by the Employer after the deadline prescribed in ITB 21 shall be returned unopened to the Bidder. |
| 23. Withdrawal, Substitution and Modification of Bids | 23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB 21.23.2 A Each Bidder’s withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB 19 and 20, with the outer and inner envelopes additionally marked “Withdrawal”, Substitution”, or “Modification” as appropriate.23.3 Notices for withdrawal, substitution or modification of bids shall be delivered to the Employers at the address specified in ITB 20.2 (a) no later than the time and date specified **in ITB 21.1 of the** **BDS.**23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified **in the BDS ITB 16.1** or as extended pursuant to ITB 16.2 may result in the forfeiture of the Bid Security or execution of the Bid-Securing Declaration pursuant to ITB 1723.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or including them in the initial Bid.  |
|  E. Bid Opening and Evaluation  |
| 24. Bid Opening  | 24.1 The Employer shall open the bids in public, and the withdrawal, substitution and modification notices made pursuant to Clause 23, in the presence of the bidders’ representatives who choose to attend at the time, date and in the place specified **in the BDS.** Any specific opening procedures required if electronic bidding is permitted in accordance with ITB 20.1, shall be asspecified in the BDS.24.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB 23 shall not be opened. 24.3 The bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications notices, the presence or absence of Bid Security or Bid-Securing Declaration, if required, and such other details as the Employer may consider appropriate, shall be read aloud (and posted online when electronic bidding is used) by the Employer at the opening, and recorded when opened. No bid or notice shall be rejected at bid opening except for the late bids and notices pursuant to ITB 22. Substitution Bids and modifications submitted pursuant to ITB 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids and notices shall be returned un-opened to bidders24.4 The Employer shall prepare Minutes of the Bid Opening, including the record of readout bids and the information disclosed to those present, in accordance with ITB 24.3[[11]](#footnote-11) and promptly send copy of such minutes to all bidders who submitted bids in time. |
|  25. Confidentiality  | 25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the Notification of Intention to Award is transmitted to all Bidders in accordance to ITB 36. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.  |
| 26. Clarification of Bids  | 26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of the list of activities. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB 28 |
| 27. Determination of Responsiveness  | 27.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each Bid:(a) complies with the eligibility requirements included in ITB 4; (b) has been duly signed; (c) is accompanied by the Bid Security or the Bid -Securing Declaration, if required; (d) is substantially responsive to the requirements of the bidding document; and(e) The drawings, diagrams, sketches, schemes, calculations and the technical proposal substantially adjust to Section VII “Specifications and Performance Requirements.”27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding document, without material deviation or reservation. A material deviation or reservation is one:(a) which affects in any substantial way the scope, quality, or performance of the Works;(b) which limits in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the Contract; or(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. 27.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation |
| 28. Correction of Errors  | 28.1 The Employer shall verify whether the offers which substantially comply with requirements of the bidding document contain arithmetic mistakes. These errors shall be corrected by the Employer in this manner: whenever there is a discrepancy between the quantities indicated in numbers and in words, words shall prevail. 28.2 In the evaluation of the Financial part of each Bid, the Employer shall correct the arithmetic errors in the following manner:(a) List of Sub-Activity with prices: if there are errors between the total of quantities in the column for Sub-Activity price and the amount shown in the total for the Sub-activity, the first one shall prevail and consequently, the latter corrected;(b) List of Activity with prices: if there are errors between the total of the quantities shown in the price column for the Activity Price and the amount shown in the total price of the activities, the first one shall prevail and the latter corrected as a result; and when there is an error between the total of the quantities in the List of Sub-activity with prices and the corresponding amount in the Schedule of Activities with prices, the first one shall prevail and the second shall be corrected as a result; and (c) Global Summary: in case of errors between the total price of the activities in the calendar with prices and the amount indicated in the Global Summary, the first shall prevail and the latter corrected as a result.28.3 The amount stated in the Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited or the Bid- Securing Declaration executed in accordance with ITB 17.5 (b). |
| 29. Currency for Bid Evaluation | 29.1 Bids shall be evaluated as quoted in the currency of the Employer’s Country in accordance with ITB 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB 15.2, in which case the Bid shall be first converted into the quantities payable in different currencies using the rates quoted in the Bid and then reconverted to the currency of the Employer’s country using the exchange rates prescribed in ITB 15.2.  |
| 30. Evaluation and Comparison of Bids | 30.1 The Employer shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB 27. 30.2 In evaluating the bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:(a) making any correction for errors pursuant to ITB 28; (b) excluding provisional sums and the provision, if any, for contingencies in the List of Activities but including Daywork[[12]](#footnote-12), where priced competitively; (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB 18; (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB 23.5; and(e) using the method Best and Final Offer (BAFO) if specified in BDS in reference to ITB 33.1. 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding document or otherwise result in unsolicited benefits for the Employer shall not be taken into account in the Bid evaluation.30.4 The estimated effect of any price adjustment conditions under GCC Clause 47, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.30.5 In case of several lots, according to ITB 30.2 (d), the Employer shall determine if the discounts apply in order to minimize the combined costs of all lots.  |
| 31. Domestic Preference | 31.1 A margin of preference shall not apply to compare the bids of national and foreign bidders. |
| 32. Abnormally Low Bids | 32.1 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.32.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in 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.32.3 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.  |
| 33. Best and Final Offer or Negotiations  | 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 in accordance with ITB 33.3 to ITB 33.6 reducing prices, clarifying or modifying the bid or providing additional information, as appropriate.
2. If so specified **in the BDS** the Employer will use Negotiations after evaluation of bids and before final award of Contract, the Bidder who submitted the Most Advantageous Bid will be invited to Negotiations in accordance with ITB 37.2 and following instructions.
3. Bidders are not required to submit a Best and Final Offer. There shall be no Negotiations after Best and Final Offer.
4. 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.**
5. 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 20 to ITB 26 shall apply to the presentation, opening and clarifications of the Best and Final Offer of the Bidders.
6. 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 27 to ITB 32 and then shall proceed with ITB 34 and following instructions.
 |
| 34. Employer’s Right to Accept any Bid and to Reject any or all Bids  | 34.1 The Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action[[13]](#footnote-13).  |
| 35. 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 40. 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.
 |
| 36. 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 method of Best and Final Offer was used in the evaluation of bids;
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.
 |
| F. Award of Contract  |
| 37. Award Criteria  | 1. Subject to ITB 34, the Employer shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding document requirements (including the resources assigned to the design implementation, the works and the quality assurance) and that represents the lowest evaluated cost, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB 4, and (b) qualified in accordance with the provisions of ITB 5.
2. If the Employer has not used the Best and Final Offer method in the bid evaluation and if in the BDS in reference to ITB 33.2 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. The Negotiations will be performed in the presence of the Independent Probity Assurance Authority established in the BDS in reference to ITB 33.4.
3. 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 in accordance with BDS in reference to ITB 33.5. 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.
4. 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.
 |
| 38. 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 Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Supplier 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:
3. name and address of the Employer;
4. name and reference number of the contract being awarded, and the selection method used;
5. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
6. 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;
7. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope;
8. if Negotiations were used in the final award; and
9. successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS in reference to ITB 41.1.
10. 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.

38.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. |
| 39. Debriefing by the Employer  | 1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 37.1, 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.
2. 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.
3. 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.
4. 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.
 |
| 40. 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.
2. The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-one (21) days of its receipt.
 |
| 41. Performance Security  | 1. Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract and deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee or Bond) stipulated **in the BDS,** denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.
2. If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder’s option, by a bank located in the country of the Employer, or by a foreign bank acceptable to the Employer through a correspondent bank located in the Employer’s country.
3. If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
4. Failure of the successful Bidder to comply with the requirements of ITB 36.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. Upon the successful Bidder’s, signing of the Agreement and furnishing of the Performance Security pursuant to ITB 35.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB 17.4.
 |
| 42. Advance Payment and Security  | 42.1 The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated **in the BDS.** The Advance Payment shall be guaranteed by a Security. Section X “Contract Forms” provides a Bank Guarantee for Advance Payment form. |
| 43. Technical Adjudicator  | 43.1 The Employer proposes to designate a Technical Adjudicator under the Contractor to the person named **in the** **BDS,** who shall be paid hourly fees as stipulated **in the** **BDS** plus reimbursable expenses. If the Bidder did not agree with this proposal, it should said in the Offer. If no agreement with the appointment of a Technical Adjudicator is not mentioned in the Letter of Acceptance, the Technical Adjudicator shall be appointed by the authority designated in the **BDS** and the PCC, at the request of any of the parties.  |
| 44. Procurement Related Complaint | 44.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**. |

# Section II. Bidding Data Sheet (BDS)

|  |
| --- |
| General Provisions  |
| **ITB 1.1** |  The Employer: *[indicate the name of the Employer]*The Works are *[indicate a brief description of the Works for design and construction]**The name and identification of the contract are [insert name and identification number of contract]*  |
| **ITB 1.2**  | Planned Date to Complete the Works *[indicate the date ]*The design has a delivery date certain: *[Indicate “Yes” or “No”]*If there is a date certain, the Date of the Design Completion is: *[Indicate the date]* |
| **ITB 1.4****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 Bids]*** |
| **ITB 2.1** | The Borrower is *[indicate the name of Borrower]*  |
| **ITB 2.1** | The expression “Bank” used in this document means the Inter-American Development Bank (IADB) and the funds managed by the Bank. The Bank requirements and administered funds are identical with the exception of eligible countries where membership is different (See Section, Eligible Countries. In this document references to *“loans”* cover financing instruments and methods, technical cooperation (TC) and operations financing. References to “Loan Contracts” include all legal instruments through which Bank operations are formalized. The Bank Loan is: *[indicate the name or loan identification]* Number: *[indicate loan # ]*Date: *[indicate date of loan approval]*  |
| **ITB 2.1** | The name of the Project is *indicate the name and a brief description of the Project financed with the Inter-American Development Bank loan].*  |
| **ITB 5.3[[14]](#footnote-14)** | The information requested from Bidders in ITB 5.3 is modified in the following manner: *[indicate what is added to the list in ITB 5.3 or delete from it; otherwise indicate “None”]*  |
| **ITB 5.3 (j)** | The maximum percentage share of the subcontractor in the works construction is: *[indicate the percentage*  |
| **ITB 5.4** | The requirements for APCA qualification in ITB 5.4 are modified as follows: *[indicate what is added to the list in ITB 5.4 or delete from it, if none of these alternatives apply, indicate “None”]*  |
| **ITB 5.5** | The criteria to qualify Bidders in ITB 5.5 are modified as follows: *[indicate what is added to the list in ITB 5.5 or delete from it, otherwise indicate “None”]*  |
| **ITB 5.5(a)** | The multiple is: *[insert the multiple; generally two]* The period is: *[indicate the number of days; generally 5 years)*  |
| **ITB 5.5 (b)** | The number of similar Projects in nature, amount and design complexity is: *[indicate the number; generally two of the last 5 years]*  |
| **ITB 5.5 (c)** | The number of projects is: *[indicate the number; generally two]* The period is: *[indicate the number of days; generally 5 years)*  |
| **ITB 5.5 (d)**  | The essential equipment which the selected Bidder shall make available for the Contract execution is: *[list the equipment]*  |
| **ITB 5.5 (e)[[15]](#footnote-15)** | The Bidder minimum amount of liquid assets and/or Access to credit free of other contract commitments shall be: *[indicate the figure], expressed in [indicate the name of the international trade currency]..*  |
| **ITB 5.7** | *[Indicate what applies:* the experience and resources of the Subcontractors *“Shall” or ‘Shall not”] be taken into account.*  |

|  |
| --- |
| Bidding Document |
| **ITB 10.1** | 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 provision ITB 20.2 (a) for Bid submission]***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****]*Telephone: *[****insert telephone number, including country and city codes****]*Facsimile number: *[****insert fax number, including country and city code****s]*Electronic mail address: *[****insert email address, if applicable****]* ***[Note: Requests for clarification sent via email must be sent on a company's letterhead, signed and stamped by the company's legal representative and preferably in pdf format.]*** |
| Preparation of Bids |
| **ITB 12.1** | The language in which the Bid must be drafted is: ***[indicate English, Spanish, French, or Portuguese]***  |
| **ITB 13.1** | The Bidder shall submit the following additional documents in its Bid: ***[list any additional document not already listed in ITB 13.1 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 Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks. *[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 14.4** | Unit prices *[indicate “shall be” or ‘shall not be”]* subject to Price adjustments according to Clause 47 of the GCC. [Price adjustments are mandatory when the planned works implementation period exceeds 18 months]  |
| **ITB 15.1** | The currency of the Employer’s country is *[name the currency]* |
| **ITB 15.2** | The designated source to establish Exchange rates shall be: [*indicate the name* ]  |
| **ITB 15.4** |  Bidders *[indicate “shall have” or “shall not have”] to demonstrate that their need for foreign currency included in the unit prices are reasonable and meet the requirements in* ITB 15.1  |
| **ITB 16.1** | The Bids validity period shall be *[indicate the number of days]*  |
| **ITB 17.1** | *[Select one of the following options]* * No Bid Security is required. **OR**
* Bid shall include a Bid Security issued by a bank or a by a surety using the form for bid security (bank guarantee or bid bond) included in Section X, “Contract Forms. ” The Bid Security shall be *[insert amount in local currency should be the same as provided in the Invitation to Bid]* or an equivalent amount in a freely convertible currency. **OR**
* Bid shall include a Bid-Securing Declaration using the form included in Section X, “Contract Forms”
 |
| **ITB 17.2** | The Bid Security amount is *[insert amount. It should not exceed 3 percent of the estimated value of the Works. For reasons of confidentiality, a fixed sum should be specified, in preference to a percentage of the Bid price.]* |
| **ITB 18.1** | Alternative Bids *[insert “shall be” or “shall not be”]* considered. *[If alternatives shall be considered insert “the Employer shall only consider (insert “Option One” or” Option Two”)].* |
| **ITB 19.1** | The number of copies of the Bid to be submitted shall be *[insert number of copies]*  |
| **D. Submission of Bids**  |
| **ITB 20.1** |  Bidders may submit their bids electronically: ***[indicate “Yes” or “No”; in an affirmative case, insert: “The procedures to submit Bids electronically are:” followed by a description of the procedures]*** |
| **ITB 20.2 (a)** | 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 10.1 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 Code: : [***insert postal (ZIP) code, if applicable***] Country: [***insert name of country***] **The deadline for Bid submission 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.****]****[The date and time should be the same as those provided in the Request for Bids, unless subsequently amended pursuant to ITB 21.2]***Street Address: *[****insert street address and number****]* 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. 19 December 2017]***Time: *[****insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.****]* |
| **ITB 20.2 (b)** | Name and Identification number of the contract as given in ITB 1.1: |
| **ITB 20.2 (c)** | The warning should read “DO NOT OPEN BEFORE  ***[insert date and time]”*** |
| **ITB 21.1** | The deadline for submission of bids shall be *[insert time and date];* |
| E. Bid Opening and Evaluation  |
| **ITB 24.1** | The Bid opening shall take place at:Street Address: [***insert street address and numbe****r]*Floor/Room number: *[****insert floor and room number, if applicable****]*City: *[****insert name of city or town****]*Country: *[****insert name of country****]*Date: ***[insert day, month, and year, i.e. 19 December 2019]***Time: *[****insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.****]**[****insert time, and identify if a.m. or p.m. i.e. 10:30 a.m.****]* ***[Date and time should be the same as those given for the deadline for submission of Bids in ITB 21.1)]*** |
| **ITB 33.1****BAFO** | [***Delete if not applicable]***The evaluation will use the Best and Final Offer (BAFO) method.  |
| **ITB 33.2****Negotiations** | [***Delete if not applicable or if BDS in reference to ITB 33.1 specifies that BAFO is used***]The final award will use Negotiations.  |
| **ITB 33.4****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 will be: [*indicate: name and address*].orIf Negotiations are used, the Independent Probity Assurance Authority shall be: [*indicate: name and address*]. |
| **ITB 33.5** **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 33.5****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.****]* ***[Date and time should be the same as those given for the deadline for submission of Bids (ITB 22)]****[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 Bid opening procedures]*** |
| **ITB 33.5** **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 33.5****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 Assurance 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****]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **F. Award of Contract**  |
| **ITB 40.1 Beneficial Ownership** | The successful Bidder ***[shall]*** *or* ***[shall not]*** submit the Beneficial Ownership Disclosure Form specified in Section X. “Contract Forms”. |
| **ITB 41.1** | The Standard Form of Performance Security acceptable to the Employer shall be *[insert “a Bank Guarantee” or “a Performance Bond”]*.*[A* ***Bank Guarantee*** *shall be unconditional (on demand) (see Section X: Contract Forms). An amount of 5 to 10 percent of the Contract Price is commonly specified for Performance Bank Guarantees. A* ***Performance Bond*** *is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the Employer. An amount of 30 percent of the Contract Price is commonly used internationally for this type of security (see Section X,* “*Contract Forms)”.]* |
|  **ITB 42.1** | The Advance Payment shall be limited to *[insert percentage]* percent of the Contract Price.*[Normally 10 to 30 percent of the Contract Price. The amount shall be adequate to minimize the needs of the Contractor to borrow for the Contract, notably in foreign currency(ies).]* |
| **ITB 43.1** | The Technical Adjudicator proposed by the Employer is *[indicate the name and address]* The hourly fees for this Technical Adjudicator shall be *[indicate the amount and the currency].* The personal data of this Technical Adjudicator are the following: *[Provide the relevant information, such as education, experience, age, nationality and current position; attach additional pages if necessary].* The Authority who shall appoint the Technical Adjudicator when there is no agreement is *[indicate the full complete name and address]*  |
| **ITB 44.1****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 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]* |

# Section III. Eligible Countries

**Eligibility to provide goods, Works construction and render services for Bank financed procurement**

***Note:*** *In these documents references to Bank include the IADB and any fund administered by the Bank.*

*Next you shall find 2 options numbered 1) for the User to choose the one pertinent which depends on the Financing source. Financing may come from the Inter-American Development Bank (IADB), the Multilateral Investments Fund (FOMIN) or occasionally, contracts may be financed by special funds restricting even more eligibility criteria to a particular Group of member countries, in which these shall be deciding to use the latter option:*

***(1) Member Countries when the financing source is 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, Peoples Republic of China, Sweden, Switzerland, Suriname, Trinidad and Tobago, Uruguay, and Venezuela.

***Eligible Territories***

1. Guadeloupe, French Guyana, Martinique, Reunion – French Departments.
2. U.S. Virgin Islands, Puerto Rico, Guam – U.S.A. Territory.
3. Aruba – Kingdom of the Netherlands Constituent Country; and Bonaire, Curacao, Saint Maarten, Saint Eustatius – Kingdom of The Netherlands Departments
4. Hong Kong – Special Administrative Region of the Peoples Republic of China.

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

***(1) List of Countries according to the Administered Fund Agreement:***

*(Include the list of countries)*]

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

**(2) Criteria to determine Nationality and the country of origin of goods and services**

To make a determination of: (a) the nationality of companies and individuals eligible to partake in Bank financed contracts and (b) the country of origin of goods and services, the following criteria shall be used:

**A) Nationality**

a) **An individual** holds the nationality of a Bank member country when he/she meets the following requirements;

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

b) **A company** holds the nationality of a member country if two of the following requirements are met:

1. Is legally constituted or incorporated according to the laws of a Bank member country; and
2. More than fifty percent (50%) of the company capital is owned by individuals or companies of a Bank member countries.

All partners in a partnership, consortium or association (JVCA) with joint and severally responsibility and all the subcontractors shall comply with the requirements set above.

**B) Origin of Goods/Assets**

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when 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.

# Section IV. Bidding Forms

[1. Letter of Bid 50](#_Toc28346261)

[2. Qualification Information 54](#_Toc28346262)

[3. Other Forms 58](#_Toc28346263)

[Form DDM 59](#_Toc28346264)

[Form DWO 61](#_Toc28346265)

[Form DCS 62](#_Toc28346266)

[Form CMKA 64](#_Toc28346267)

[Form SQA 65](#_Toc28346268)

[Form ESCC 67](#_Toc28346269)

[Form GWP 69](#_Toc28346270)

[Form MS 70](#_Toc28346271)

[Form DBES 71](#_Toc28346272)

[Form ESHS- MSIP 72](#_Toc28346273)

[Code of Conduct 73](#_Toc28346274)

[Form of Demand Guarantee 74](#_Toc28346275)

[Form of Bid Security – Bid Bond 76](#_Toc28346276)

[Form of Bid-Securing Declaration 78](#_Toc28346277)

1. Letter of Bid

*[Bidders shall complete and submit this Form along the Bid. If the Bidder objects to the proposed Technical Adjudicator by the Employer, the bidding document should state so in the Bid and present another optional candidate, the daily fees and personal data of the candidate, according to ITB 43]*

*[date]*

Number of RFB Identification and Title of the Contract;  *[indicate the number of identification and the title of Contract]*

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

1. **Conformity:** After reviewing the bidding document, including amendment(s) *[list]*, we offer to implement the design and the construction under a sole responsibility plan *[name and number of Contract identification]* according the GCC attached to this Bid for the Contract Price *[indicate the amount in figures]*, *[indicate the amount in words]* *[indicate the name of currency]*.
2. **Total price:** The *Contract*  shall be paid in the following currencies:

|  |  |  |  |
| --- | --- | --- | --- |
| Currency  | Percentage paid in the currency  | Exchange rate: *[indicate the number of national currency units equivalent to one unit in the foreign currency]*  | Materials requiring foreign currencies  |
| (a)(b)(c) (d) |  |  |  |

1. **Advance Payment:** The advance payment requested is:

|  |  |
| --- | --- |
| Amount | Currency |
| (a)(b)(c)(d) |   |

1. **Technical Adjudicator:** We accept the designation of *[indicate the name proposed in the Bidding Data]* as Technical Adjudicator.

***[or rather]***

We do not accept the designation of *[indicate the name proposed in the Bidding Data]* as Technical Adjudicator and in its place we propose as Technical Adjudicator *[indicate the name]*, whose fees and personal data are attached to this Form.

1. **Binding Contract**: This Offer and its acceptance in writing, formalize a contract binding between both parties. We understand that you are not obligated to accept the lowest or any other Bid that you may receive.
2. **Bid Validity and Bid Security**: We hereby confirm that this Bid complies with the Bid validity and, if required, Bid Security or Bid-Securing Declaration as required by the bidding document and specified in the BDS.
3. **Readiness** We confirm that we are prepared and organized to implement the final works design and provide you with adequate technical supervision as Contractors, concerning quality assurance, obtaining permits, authorizations and necessary regulatory consents for the approval of blueprints and final designs and for performing the environmental, social, safety and health in the workplace provisions in the country.
4. **Eligibility**: the subscribers, including all subcontractors required to implement any part of the contract are nationals of the Bank member countries according to ITB 4.1. In case the Works contract includes the supply of related goods and services, we promise that these related goods and services shall originate in the Bank member countries.

1. **No conflict of interest**: We, including any sub-contractor or supplier for any contract component, have no conflict of interests according to provisions in ITB 4.2.
2. **Suspension and debarment:** According to ITB 4.3, our company, its headquarters, affiliates or subsidiaries, including all the subcontractors or suppliers for any party of the contract have not been declared ineligible by the Bank, under the laws or official regulations of the Employer’s Country
3. **Sanctions**: We have not sanction from the Bank or any other International Financial Institution (IFI),
4. **Cooperation:** We shall do our very best to assist the Bank in any investigation.
5. **Prohibited Practices**: We, and our subcontractors or suppliers for any component of the contract (including, in all cases, the respective directors, officers, principal shareholders, proposed key personnel and agents) have read and understood the definitions of Prohibited Practices of the Bank and the sanctions applicable to acts as described in this document and we are obliged to observe the relevant norms. In addition, we commit ourselves that within the selection process (and in case of being awarded, in the execution) of the contract, to observe the laws on fraud and corruption, including bribery, applicable in the country of the Employer.

In addition, we, and our subcontractors or suppliers for any component of the contract (including, in all cases, the respective directors, officers, principal shareholders, proposed key personnel and agents) acknowledge that failure to comply with any of these statements is the basis for the imposition by the Bank of one or more of the measures described in ITB 3.1.

Our company, its parent company, its affiliates or subsidiaries, subcontractors or suppliers for any part of the contract (including, in all cases, directors, officers, principal shareholders, proposed key personnel and agents):

1. We have not been declared ineligible by the Bank, or by any other International Financial Institution (IFI) with which the Bank has signed an agreement for the reciprocal recognition of sanctions, so that we may be awarded contracts financed by any of them; and
2. We have not engaged in any Prohibited Practice and have taken the necessary measures to ensure that no person acting for us or on our behalf participates in Prohibited Practices.
3. **Best Final Offer or Negotiations**: We understand that if the Employer use the Best Final Offer method (may be in the presence of an Independent Probity Assurance Authority agreed with the Bank) in the evaluation of Bids or Negotiations (in the presence of an Independent Probity Assurance Authority agreed with the Bank) in the final adjudication, if so specified in BDS in reference to ITB 33, there will be an Independent Probity Assurance Authority hired by the Employer to observe and report on this process.
4. **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFB 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 and address of the Agent | Amount and Currency  | Purpose of the Commission or Discount  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (If there are no commissions or discounts indicate “none”)  |

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

Name and Position of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Qualification Information

*[The information to be filled in by* ***bidders*** *in the following pages shall be used for purposes of qualification or for verification of prequalification as provided for in ITB 5. This information shall not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.]*

|  |  |
| --- | --- |
| **1. Firms or Members of JVCA**  | * 1. Bidder Incorporation, constitution or legal status *[attach copy of the document or letter of intent]*

Place of constitution or incorporation: : *[indicate]*Headquarters for the activities: *[indicate]** 1. Power of attorney of the signatory to the Bid *[attach.]* The annual quantities invoiced are: *[indicate the equivalent quantities in local currency and corresponding years according to the BDS in reference to ITB 5.3(b).*
	2. The experience in design and construction of works of a similar nature and size is in *[indicate the number of projects according to the information specified in ITB 5.3 (c)] [The Employer prefers that the Bidder’s experience include comprehensive works design and construction but shall accept that the requirements for experience be met by projects built and designed separately.*  *In the next table, quantities shall be stated in the same currency used in item 1.2 before. Also detail projects designed, under construction or committed to implement, including estimated dates for completion]*
 |

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Project designed and Country  | Name of Employer and contact Person  | Type of Design completed  | Cost of Project designed (equivalent in USD)  |
| (a)(b) |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Project built and Country  | Name of Employer and contact Person  | Type of works and year of completions or year of execution with progress percentage  | Contract Value (equivalent in USD)  |
| (a)(b) |  |  |  |

|  |  |
| --- | --- |
|  | 1.4 The principal construction equipment that the Contractor proposed are: *[Provide all the following information requested, according to ITB 5.3(d).]* |

|  |  |  |  |
| --- | --- | --- | --- |
| Equipment | Description, make and age (years)  | Condition, (new , good condition, bad condition) and number of units available  | Own, rented with financial lease (name the leasing company), or about to be purchased (name the seller)  |
| (a)(b) |  |  |  |

|  |  |
| --- | --- |
|  | 1.5 Qualifications and experience of key personnel are attached. *[attach biographical information according to ITB 5.3(e) [Also see Clause 9.1 of the GCC and in the PCC]. Include the list of said personnel in the following table.*  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Position / Specialty/Expertise**  | **Technical Relevant Qualifications**  | **Minimum years of relevant experience on the job**  |
| *1* | *[Contractor Representarive ]* | *i.e., level in the relevant field.*  | *i.e., minimum 10 years experience in road projects in similar work surroundings.*  |
| ***Key Personnel for Design and Technical Supervision***  |
| *2.* | *[Design Leader]* |  |  |
| *3.*  | *[Technical Supervision Leader]* |  |  |
| *4.* | *[Environmental Evaluation Expert]*  |  |  |
| *5.* | *[Social impact Evaluation Expert]*  |  |  |
| *6.* | *[Health and Safety Expert]*  |  |  |
| *7.* | *[Biodiversity, air quality, nois, etc., Expert]*  |  |  |
| ***Key Personnel for construction***  |
| *8.* | *[Construction Manager ]* |  |  |
| *9.* | *[Procedures and Quality Leader]*  |  |  |
| *10.* | *[Environmental Supervisor]* |  |  |
| *11.* | *[Health and Safety Supervisor]*  |  |  |
| *12.* | *[Social Expert]* |  |  |
| *13.* | *[Biodiversity, air quality, noise, etc.,Experts]* |  |  |
| *13.* | *Surveying and Measurements Manager*  |  |  |
| *15.* | ***[Modify / add others, as appropriate]*** |  |  |
| ***Operation and Maintenance Key Personnel (if applicable)*** |
| *16.* | Operations Manager *[if O&M is included under scope of contract]*  |  |  |

|  |  |
| --- | --- |
|  | 1.6 The financial statements for the last *[indicate the number; generally 5]* years; [for example, balances, loss and earnings statements , audit reports, etc. are attached, according to ITB 5.3(f) and are: *[The Employer shall list the financial documents that the Bidder must attach the relevant copies.]*1.7 Proof of Access to financial resources according to ITB 5.3(g) is: [next *list and attach copies of the documents confirming the foregoing.*]1.8 Attach the authorization including Name, address, and telephone numbers, and fax to contact the Bank so they can provide a Bidder references in case the Contracting Party requests them, according to ITB 5.3(h) of the ITB *[Attach authorization]* 1.9 The information on pending litigation that Bidders is involved in is included, according ITB 5.3(i) of the ITB. *.[Include the information in the next table]* 1.10 Declare works contracts that have been suspended or terminated by an Employer for reasons related to non-compliance with any environmental, social or safety requirements (including exploitation and sexual abuse (EAS) and gender violence (VBG)) or safety and health in the last five years. |

|  |  |
| --- | --- |
|  | 1.11 The Contractors proposed and participant companies according to ITB 5.3 (j) are: *[indicate the information in the following table. See Clause 7 of the GCC and 7 of the PCC]*. |

|  |  |  |
| --- | --- | --- |
| Name of the other Party(ies) | Cause of Dispute | Amount in issue  |
| (a)(b) |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Works Sections  | Subcontract Value  | Sub Contractor (name and address)  | Experience in similar projects  |
| (a)(b) |  |  |  |

|  |  |
| --- | --- |
|  | 1.12 Proposed program (methodology and work program), and descriptions, blueprints and tables, . *[Attach.]* |
| **2. Joint Venture, Consortium or Association (JVCA)** | 2.1 The information requested in paragraphs 1.1 to 1.10 above must be provided by each JVCA member. 2.2 The information requested in paragraph 1.11 above must be provided by the JVCA. *[provide the information ]*.2.3 The Power of Attorney granted to the signatory(s) of the Bid must be delivered in order to sign the Bid on behalf of the JVCA 2.4 2.4 Attach the Agreement among all partners of the JVCA (and which is legally binding on all partners), which shows that:(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;(b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the JVCA; and(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge. |
| **3. Additional Requirements**  | 3.1 Bidders should provide any additional information required in the BDS. |

3. Other Forms

***[Note to the Employer: The Employer shall be able to use the Forms seen below to instruct the bidder on what data must be submitted with their Technical Bid regarding the phase of design, construction and operation and maintenance if that is applicable.***

***The Employer shall be replace, delete or add other Forms indicating the activities that Bidders must describe in their Bid. This Section also includes the forms of bid security.]***

In the following Forms, the Employer shall indicate with an “X” or "YES" or "NO" which one of the items in each Form apply in each case.

In the Offer, the Bidder shall include the information concerning the items that the Employer has indicated in the Bids as applicable.

Form DDM

##### Description of the Design Methodology

*[The Employer must indicate in the form those items that apply or do not apply and may insert other relevant information, notwithstanding, it is recommended to select and/or add what is strictly necessary, according to the nature and complexity of the procurement, as well as the existing Bidders market, otherwise, there is a risk of reducing the number of those interested and Bidders and affecting the principle of competition or that the bidding process may be left deserted.]*

 The Bidder shall provide a design methodology which at a minimum must include the following:

| **No.** | **Bid Element**  | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | Organization arrangements for the design including: equipment structure, roles and responsibilities, review procedures and quality assurance approval procedures.  |  |  |
|  | Deliverables Program *[the Employer shall specify requisites consistent with international industry good practices, for example, regarding lighting, signalization, gas and fuel disposal, sewage and temporary/permanent access to roads in the projects];*  |  |  |
|  | A statement of the works executive design establishing the requisites and purposes of the Works shall be achieved; including the necessary coordination of architecture with engineering and of these among themselves to guarantee a comprehensive and quality executive design.  |  |  |
|  | Statement about any value added brought by the Bidder, including examples of innovative design aspects;  |  |  |
|  | 1. Comments about Section VII. Specifications & Performance Requirements including: a diagnosis of the technical information available and matters of design relevant to the Works;
2. Comments on errors, defects or ambiguities outlined in Section VII. Specifications & Performance Requirements
3. Details about any exception to the conceptual design with respect to Section VII. Specifications & Performance Requirements
 |  |  |
|  | Sustainable Procurement: sustainability aspects (for example, energy efficiency, waste, plastics disposal, lending areas, source of materials, etc.) showing the Contractor’s approach and commitment to sustainable design and construction practices.;  |  |  |
|  | Strategy to collect base information of environmental, social and safety and health in the workplace, for timely contribution toward the adequate development of the design;  |  |  |
|  | Details on how to include the environmental, social and safety and health in the workplace shall be included in all the design stages and how consequences were considered for phases of construction, and if applicable, operations;  |  |  |
|  | Details about the approach to risk management, participation of the interested parties, permits and environmental consents;  |  |  |
|  | Improvement details when value engineering is applied.  |  |  |
|  | Procedures and response standards if need arises to consult or make changes to the design as a result of events occurring during works implementation or during operation; and  |  |  |
|  | Details about quality control and data control and design methods procedures  |  |  |
|  | *[insert any other pertinent information as appropriate.]*  |  |  |
|  |  |  |  |

Form DWO

##### Description of the Works Organization

***[include the information relevant to the Works Site Organization graphically and with explanations****]*



Form DCS

##### Description of Construction Strategy

*[The Employer must indicate in the form items that are applicable or not and may insert other relevant information. Notwithstanding, it is recommended to select and/or add what is strictly necessary, according to the nature and complexity of the procurement, as well as the existing Bidders market; otherwise there is a risk of reducing the number of interested parties and Bidders, affecting the principle of competition or that the bidding process may be left deserted.]*

The Bidder shall present a construction management strategy which at a minimum shall include:

| **No.** | **Bid Element**  | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | Organization arrangements for construction management including: team structure, the role and responsibilities of each member and how they interact, approval procedures and quality assurance;  |  |  |
|  | The manner in which sub-contractors are selected and how subcontracts are managed;  |  |  |
|  | Training personnel with activities at the works site; all staff assisting in the installation;  |  |  |
|  | Acquiring and managing consents, permits and approvals  |  |  |
|  | Proposals to establish sites/locations, including access, housing, lodging, installations for the plant storage and materials;  |  |  |
|  | Proposals of Construction phases including works sequence and management of conflicting activities;  |  |  |
|  | The manner to perform surveys and other advanced investigations to meet environmental, social and safety in the workplace requirements;  |  |  |
|  | Approach to manage risks of geotechnical, hydrotechnical and sub-surface Works aspects;  |  |  |
|  | A quality management system to include a quality management draft plan;  |  |  |
|  | Sustainability aspects to show the Bidder approach and commitment to sustainable construction best practices (for example, energy efficiency, losses reduction, materials consumption reduction and use of materials sources, etc.); |  |  |
|  | Preparation, approval and implementation of environmental activities, social management, health and community safety plan  |  |  |
|  | Complaint attention procedures related to the Works design or construction  |  |  |
|  | Preparation, frequency and use of reports, including environmental, social and safety and health in the workplace  |  |  |
|  | Preparations to carry out trials once works are completed;  |  |  |
|  | Arrangements to take possession of the site, including the completion of “as built” blueprints and operation and maintenance manuals and any other relevant aspect; and  |  |  |
|  | The manner to include the Contractor own Technical Supervision and Quality Control to insure the quality of designs, Works and materials.  |  |  |
|  | *[insert any other relevant information when relevant.]*  |  |  |
|  |  |  |  |

#####

Form CMKA

##### Guide of Construction Methods for Key Activities

The Bidder shall provide explanations of the construction method used in the following key works activities. Each procedure method explanation shall describe the proposed construction approach for the activity, level of personnel allotted and their experience, safe working system and equipment to be used. The Bidder shall be able to indicate those key activities whose construction methods depend on the final design, or may designate temporary methods until the final designs are completed to some of those activities.

***[ The Employer shall define the key construction activities related to the contract.]***

1.

2.

3.

4. ....

Form SQA

##### Supervision and Quality Assurance Guide

*[****The Employer must indicate in the form those items that apply or do not apply and may insert other relevant information, notwithstanding, it is recommended to select and/or add what is strictly necessary, according to the nature and complexity of the procurement, as well as the existing Bidders market, otherwise, there is a risk of reducing the number of those interested and Bidders and affecting the principle of competitions or that the bidding process may be left deserted.]***

In this Form, the Bidder shall provide his/her approach and resources to meet the contract obligations related to technical supervision and quality control of the project and the services to be implemented under the Contract. The technical personnel assigned to this task must be listed under key personnel in the Bid. If the Bidder plans to resort to the Sub-Contractor for design, works supervision, materials control and laboratory, equipment installations, operation and maintenance (if applicable), cost control systems, time and quality, computer programs, periodic and special reports drafting, social communication, emergency response, and environmental and social supervision, safety and health in the workplace, training, etc., the Bidder shall indicate the manner which guarantees the coordination and uninterrupted communication with the Employer and the Project Manager regarding those or other key implementation topics, in case of design changes after the Employer approved the Contractor designs. The Bidder shall establish response standards and progress indicators for those areas that must be improved.

During the Project execution and later, for the time necessary to fulfill the Contractor’s obligations, he/she shall provide all necessary supervision to plan, organize, conduct, administer, inspect and put the works to trial. The supervision duties shall be charged to a sufficient number of engineers and assistants with adequate language skills to communicate and know about the operations (including required methods and techniques, risks and accident prevention procedures) for a satisfactory and safe implementation of the projects.

During the Project implementation stage, the Contractor shall be attentive to the works Project Management to comply with all responsibilities and duties during the design phases, construction, equipment installations and if appropriate, the installations operation.

In particular, the Contractor shall make available to the Project Manager and representatives of the Employer quality engineers and assistants, and timely explanations and if applicable, at the time of:

| **No.** | **Bid Element** | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | Review and confirm the Contractor quality assurance program  |  |  |
|  | Review and confirm materials and equipment delivery to the works site  |  |  |
|  | Review and confirm the quantity and quality of completed projects, which shall be the basis of the Contractor according to the terms of the Contract;  |  |  |
|  | Participate in periodic meetings with the Contractor to review the project progress, technical matters and the measures to achieve costs control, quality and the implementation Schedule;  |  |  |
|  | Manage matters related to environmental, social and safety and health in the workplace matters and during construction;  |  |  |
|  | Review and confirm the acceptance trials proposals made by the Contractor and support the employer to complete the acceptance trials;  |  |  |
|  | Review and confirm the O & M Manual, including the training programs for the Employer’s engineers, prepared by the Contractor;  |  |  |
|  | Provide any reasonable additional technical support requested by the Employer as necessary to demonstrate a successful implementation of the Contract. |  |  |
|  | *[insert any other relevant information, if appropriate]*  |  |  |
|  |  |  |  |

Form ESCC

##### Guide for Electromechanical, Sanitation, Control and Communications

*[The Employer must indicate in the form those items that apply or do not apply and may insert other relevant information, notwithstanding, it is recommended to select and/or add that which is strictly necessary, according to the nature and complexity of the procurement, as well as the existing Bidders market, otherwise, there is a risk of reducing the number of those interested and Bidders and affecting the principle of competition or that the bidding process may be left deserted.]*

If the Contract includes the supply and installation of the plant components, in this form, the bidder shall provide his/her approach and resources to fulfill the contract obligations related to the technical supervision and quality control of the electromechanical and sanitation installations under the contract. If the bidder plans to resort to the contractor to appropriately select equipment and systems, or the qualified labor force and the technical supervision of those installations he/she shall indicate the manner planned to guarantee coordination and uninterrupted communications with the Employer and the Project Manager in those and other key implementation matters, in particular if changes to the design arise after the approval of the contractor designs by the Employer. The Bidder shall establish response standards and progress indicators in the areas that must be improved.

During the Project execution and later, for the time necessary to fulfill the contractor’s obligations, he/she shall provide all necessary supervision to plan, organize, conduct, administer, inspect and put the works to trial. The supervision duties shall be charged to a sufficient number of engineers and assistants with adequate language skills to communicate and know about the operations (including required methods and techniques, risks and accident prevention procedures) for a satisfactory and safe implementation of the installations.

During the project implementation stage, the contractor shall be attentive to the requirements of the Project Management to comply with all responsibilities and duties during the design phases, construction, equipment installations and if appropriate, the installations operation.

In particular, the contractor shall make available to the Project Manager and representatives of the Employer quality engineers and assistants, electricians, mechanics and installers that may assist the engineer and the Employer representatives, if applicable, with timely explanations and data:

| **No.** | **Bid Element** | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | When reviewing designs and drawings submitted by the contractor concerning the equipment;When supervising in site trials of all principal equipment to guarantee compliance with the contract requirements and specifications;  |  |  |
|  | If necessary, when inspecting the equipment manufacture the contractor workshops in any place in the world and (if necessary) carry out the necessary trials and certify adaptation and quality before they are packed and shipped to the project sites.  |  |  |
|  | When supervising the electrical and mechanical equipment installation in a satisfactory and safe manner according to the contract specifications and requirements;  |  |  |
|  | When supervising trials and all of the equipment start up. |  |  |
|  | If necessary, when supervising the interconnection and synchronizing the energy plants to the grid substations in a safe manner.  |  |  |
|  | When planning the works to be completed by the contractor during the maintenance responsibility period/defects |  |  |
|  | When assisting the Employer with the project start up once completed, including the solving of possible defects found during the trials for acceptance.  |  |  |
|  | When reviewing O&M Manuals prepared by the contractor to be used by the Employer.  |  |  |
|  | *[insert any other relevant information, when appropriate.]* |  |  |
|  |  |  |  |

Form GWP

##### Guide on the work program

*[The Employer must indicate in the form those items that apply or do not apply and may insert other relevant information, notwithstanding, it is recommended to select and/or add that which is strictly necessary, according to the nature and complexity of the procurement, as well as the existing Bidders market, otherwise, there is a risk of reducing the number of those interested and Bidders and affecting the principle of competition or that the bidding process may be left deserted.]*

The bidder Shall present a work program for the design & build of the works, including a summary of the identification of the main milestones and the critical path. The detailed schedules shall be presented in the following forms.

The work program shall be developed on the basis of the compliance specifications and conditions and the works requirements and shall describe the following, if applicable:

| **No.** | **Bid Element** | **Applicable** | **Not Applicable** |
| --- | --- | --- | --- |
|  | Design of the Works, including the presentation of design deliverables, review and approval of the design by the engineer; |  |  |
|  | The processes and deliverables necessary to start the works;  |  |  |
|  | The execution of the works within the termination period, highlighting the activities that cause restrictions in the construction sequence;  |  |  |
|  | The tests, start-up and delivery of the finished works;  |  |  |
|  | The integration of the technical supervision and quality control services of the contractor; |  |  |
|  | *[insert any other information deemed appropriate]* |  |  |

Form MS

##### Mobilization Schedule

***[Include mobilization schedule]***

 Form DBES

##### Design & Build Execution Schedule

The work programs shall be delivered on paper and CD in pdf format and in a format compatible with known computer programs such as, for example, PRIMAVERA/TILOS/CAD (“advance-time” diagram) or MS project (GANTT diagram)

The programs must include milestones if they correspond and the schemes of specific assignment of personnel and/or labor foreseen in each program and in each phase or program activity for their respective fulfillments:

General program of work with personnel allocation scheme and tables of theoretical duration of the tasks or activities. Graphic representation as an “advance-time” diagram, showing the daily production (month/day) and the critical path for each activity.

Detailed program of Works to elaborate final project with personnel allocation scheme with indication of quantity, type, and capacity. Graphic representation as GANTT diagram including milestones and periods required for verification and approval by the project manager. Minimum unit of time: 1 week.

Form ESHS- MSIP

Environmental, social, safety and health in the workplace Management Strategies and Implementation Plans

 *[Note to the Employer: modify the text as appropriate for the Project]*

 The Bidder shall submit complete and concise Environmental, Social, Safety and Health in the workplace Management Strategies and Plans to Implement (ESHS-MSIP)

These strategies and plans shall describe in details the actions, materials, equipment, management procedures, etc. what shall be implemented by the contractor and subcontractors to implement the works.

In preparing these strategies and plans, the Bidder shall take into account the contract ESHS stipulations, including the ones described in more details in Section VII, “Specifications & Performance Requirements”.

Code of Conduct

Environmental, Social, Safety and Health in the Workplace Code of Conduct

***[Note to the Employer: modify the text in cursive in the items listed next to refer to the appropriate documents]***

Bidders must demonstrate they have code of conduct standards that shall be applied to the contractor employees and subcontractors. The standards of conduct shall guarantee compliance with ESHS contract provisions, including those described in more details in Section VII, “Specifications & Performance Requirements.”

Moreover, the Bidder shall present a plan on how the standards 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 these violations.

Form of Demand Guarantee

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

**Bidding No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**BID GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the design and build of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under RFB No. \_\_\_\_\_\_\_\_\_\_\_ (“the RFB”).

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, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will 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 and, if required, the Environmental, Social, Health and Safety (ESHS) 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 RFB; 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]*[[16]](#footnote-16) *[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 design and build 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, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, if required, 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 will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

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

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

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

Form of Bid-Securing Declaration

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

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

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

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids for the design and build of the works must be supported by a Bid-Securing Declaration.

We accept that we will 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, and, if required, the Environmental, Social, Health and Safety (ESHS) 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

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

# Section V. General Conditions of Contract

 The General Conditions of Contract (GCC) together with the set of Particular Contract Conditions (PCC) and the other documents listed herein, shall constitute the complete document clearly establishing the rights and obligations of both parties.

*The format followed for the GCC has been developed on the basis of international experience in drafting and managing contracts, taking into account the trend in the construction industry to use a more simple and direct language.*

*The use of standard GCC for design and constructions and public works, shall promote coverage expansion in the countries, general acceptance of its provisions, savings in time and resources in Bids preparations and review**.*

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**General Conditions of Contract**

A. General Provisions

|  |  |
| --- | --- |
| 1. Definitions | 1.1 The defined words and expressions are in bold letter 1. The **Technical Adjudicator** is the person jointly appointed by the Employer and the Contractor, or, by default, by the Designation Authority according to Clause 26.1 of these GCCto solve any dispute in the first instance, according to provisions in Clauses 24 and 25 of these GCC,
2. **The List of Activities** is the list specified by the Employer in the Bidding document, which is accepted or modified and submitted, indicating activities quantities and prices, which is a part of the Bid.
3. **Schedule of** Ac**tivities** the list duly prepared ty the **Contractor** with indications of sequence, duration and the program of the Activities that comprise the Works design and construction.
4. **Designs** are documents prepared by the **Contractor** to be approved by the Project Manager before starting the Works which include the works descriptions, technical specifications calculation aid-memoirs, basic studies undertaken, blueprints, and schedules, and permits to implement the Works. The Projects Manager approval does not imply co-responsibility for the design;
5. **Remunerated Events** are those defined in Clause 44 of these GCC
6. **Completion Date** is the date of completion of the Works, certified by the Project Manager according to Sub-Clause 55.1 of these GCC.
7. **The** **Contract** is the Contract between the Employer and the Contractor to design, execute, complete, repair, if necessary and maintain the Works. It includes the documents listed in Sub-Clause 2.3 of these GCC.
8. **The Contractor** is the legal or natural person whose Bid for the Works design and execution has been accepted by the Employer.
9. **Contractor’s Bid** are **the bidding document** that were completed and submitted by the Contractor to the Employer.
10. **Contract Price** is the Price set in the Letter of Acceptance and subsequently, as adjusted following the Contract provisions.
11. **Days** mean continues calendar days; that is, those that relentlessly get away without considering that they are working, holiday or festive day;
12. **Months** mean calendar months.
13. **Day work** means a variety of jobs paid on the basis of time used by the Contractor’s employees and equipment in addition to payments for related materials and the plant.
14. **Defect** is any part of the Works that has not been completed according to the Contract.
15. **Defects Liability Certificate** is the certificate issued by the Project Manager once the Contractor has rectified the defects.
16. **Defects Liability Period** is the period **stipulated in Sub-Clause 35.1 of the PCC** and calculated as of the completion date.
17. **Blueprints** include the designs, estimates and other information provided or approved by the Project Manager to implement the Contract.
18. **The Employer** is the party hiring the Contractor to execute the Works according to **stipulations in the PCC.**
19. **Equipment** is the Contractor machinery and vehicles that have been temporarily moved to the Works sites for Project construction ends.
20. The **Initial Contract Price** is the Contract Price indicated in the Letter of Acceptance of the Employer.
21. The **Planned Date to Complete the Works Design** is the date planned for the Contractor to finalize the Works designs and is specified **in the PCC.** This date may be modified only by the Project Manager with a deadline extension or an order to speed up works;
22. **Planned Projects Completion Date** is the date projected by the Contractor to complete the Works and which is **specified in the PCC.** This date may only be modified by the Project Manager by extending the deadline or instructing to speed up the works.
23. **Materials** are all the supplies, including fungible goods, used by the Contractor to be included in the Works.
24. **Plant** is any integral part of the Project having a mechanical, electrical, chemical or biological function and includes vehicles that the Contractor assigns to the Project and is used by the Employer and his/her Supervisors
25. **The Project Manager** is the person whose name **appears in the PCC**  (or any other competent person appointed by the Employer with notification to the Contractor to act as a replacement of the Project Manager), responsible for supervising the Works design, Works execution and administering the Contract
26. **PCC** mean Particular Conditions of Contract.
27. **Projects Site** is the site as **defined in the PCC.**
28. **Investigation Reports of the Works Site**, included in the bidding document, are interpretative reports, based on facts, and refer to the surface conditions and the Works Site undersoil.
29. **Specifications** mean minimum Worksspecifications that the Employer established in the Specifications & Performance Requirements and any modification or addition made or approved by the Projects Manager and that the Contractor shall respect or replace with equal or superior specifications when the Works final design is implemented and any modification or addition approved by the Project Manager,
30. **Specifications** mean those included in the PCC and in Section VII. Purposes, scope and requirements and/or are technical criteria are specified for the Design and the Works and must be necessarily be complied with by the Contractor. The Designs and the Works shall be adapted to the objectives and purposes of the Project.
31. **Startup Date** is the latest date that the Contractor shall start the Works design and may carry out the **Preliminary Works** that is **stipulated in the PCC**. It does not necessarily coincide with any of dates for taking possession of the Works Site.
32. **The Date to Initiate the Projects** is the latest date in which the Contract shall start executing the Works with designs approved by the Projects Manager and is **stipulated in the PCC**. It does not necessarily coincide with any of dates for taking possession of the Works Site. It does not necessarily.
33. **Subcontractor** is a natural or legal person, hired by the Contractor to carry out a part of the Contract works and includes works at the Project Site.
34. **Temporary Works** are the works a Contractor must design, build, install and withdraw and that are necessary for the Works construction or installations.
35. **Preliminary Works** are works that the Contractor may undertake without obtaining the approval of the Works design and referred to in subparagraph (d) above and that at least includes: mobilization, establishment and camps construction, drawing lines and remapping, cleaning, excavations, sample collections and measurements such as percolation, supporting capacity, and light soil movements for accesses.
36. **Variation** is an instruction imparted by the Projects Manager which modifies the Works.
37. **Works** is all that the Contract requires the Contract to design, construct, install, repair if applicable under the Contractor sole responsibility scheme, and deliver to the Contracting Party as **defined in the PCC** and includes permanent, final and works and those with rectified defects, if that applies.
38. **Bank** is the Inter-American Development Bank (IADB) with Headquarters in Washington DC.
39. **Technical Supervision** mean the jobs of inspection engineers, laboratory technicians and quality control personnel of the Contractor who shall demonstrate at all time that the designs adapt to the best engineering practices and that the Works Construction is adjusted according to Section VII, under a Contractor sole responsibility scheme. The Specifications and Performance Conditions of the bidding documents, Blueprints and Works details as approved by the Project Manager. Include inspections by engineers, architects and experts who implemented the Works design and the supervision of ESHS compliance with obligations inherent to the Projects. The Contractor Technical Supervision must cooperate at all times with the Employer’s supervision;
40. **Environmental, Social and Safety and Health in the workplace (henceforth, “ESHS”)** are national requirements on these topics, and should they not exist, as they are contained in the Inter-American Development Bank standards and policies and the Specifications.
41. **Performance Conditions and Specifications** is the Section VII of the bidding document containing the Employer requirements regarding design execution, Works construction and the operation and maintenance, if applicable.
 |
| 2. Interpretation | 2.1 If the context requires, to interpret these GCC, the singular also means the plural, and the male also means the female and vice versa. Headings of Clauses have no relevance in themselves. The words used in the Contract have a regular meaning unless they are specifically defined. The Project Manager shall provide clarifications to queries about these GCC. 2.2 **If the PCC stipulate** that the Works should be completed by sections, the references made to Works in the GCC, the Completion Date and the Planned Date of Completion apply to each Section of the Works (except for specific references to the Date of Completion and the Planned Date for Completion for the entirety of the Projects). 2.3 The documents comprising the Contract shall be interpreted in the following order of priority: 1. Agreement
2. Approved Designs by the Employer
3. Specifications and Performance Conditions,

(d) Letter of Acceptance, (e) Bid (the last if BAFO or Negotiations were used)(f) Particular Conditions of Contract, (g) General Conditions of Contract,(h) Specifications,(i) Blueprints,(j) List of Activities, (the last if BAFO or Negotiations were used) and (k) Any other document that is specified **in the PCC** as a part of the whole Contract.  |
| 3. Language and Law | 3.1 The Contract language and law to govern are stipulated in the PCC. |
| 4. Project Manager’s Decisions  | 4.1Except when otherwise specified, the Project Manager, representing the Employer, shall decide on contract matters that arise between the Employer and the Contractor/  |
| 5. Delegation of duties  | 5.1 After notifying the Contractor, the Project Manager shall be able to delegate to other persons, with the exception of the Technical Adjudicator, any of the duties and responsibilities, and shall also be able to cancel any delegation of duties after notifying the Contractor.  |
| 6. Communications  | 6.1Communications between parties referenced in the Contract Conditions shall only be valid when formalized in writing**.** Notices shall come into force once they are delivered.  |
| 7. Subcontracting | 7.1 The Contractor may subcontract words if holding the approval of the Project Manager, but may not sign over the Contract without the approval of the Employer. Subcontracting does not modify the Contractor’s obligations.  |
| 8. Other Contractors  | 8.1 The Contractor shall cooperate and the share the Works Site with other Contractors, public authorities, utilities companies and the Employer on the dates indicated in the List of other Contractors as **indicated in the PCC.** The Contractor shall also have to provide the latter with the installations and services described in that List. The Contracting shall be able to modify the List of Other Contractors and notice should be given to the Contractor to that effect.  |
| 9. Personnel  | 9.1 The Contractor shall employ the key personnel listed in the List of Key Personnel according to indications **in the PCC** to carry out the duties specified in the List, or some other staff approved by the Project Manager. The Project Manager shall approve replacement of any key personnel only if the qualifications, skills, training, capacity and experience of staff proposed is the same or superior to the personnel named in the List. 9.2 If the Project Manager request the Contractor to remove a member of the Contractor’s labor force, indicating reasons for the request, the Contractor shall make sure that such a person leaves the Project’s Site within the next seven days and have no other involvement in the Contract related Jobs. 9.3 Statement in paragraph 9.1 is especially applied to Technical Supervision, since they are always considered as part of the Key Personnel.  |
| 10. Employer’s and Contractor’s Risks   | 10.1 The Employer carries the risks which this Contract states are the Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks. |
| 11. Employer’s Risks  | 11.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer’s risks: (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.11.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer’s risk except loss or damage due to(a) a Defect which existed on the Completion Date;(b) Contractor failures in the design produced by the Contractor; (c) defects or negligence of the Contractor’s Technical Supervision;(d) an event occurring before the Completion Date, which was not itself an Employer’s risk, or(e) the Contractor’s activities at the Site after the completion date.  |
| 12. Contractor’s Risks   | 12.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer’s risks are Contractor’s risks..12.2 Contractor’s risks are when there is a breach of the environmental, social and safety and health in the workplace (ESHS) obligations established by applicable law and/or the applicable Contract provisions.12.3 A Contractor’s risk is that information delivered by the Employer in the bidding document about which the Employer has made no representation of truthfulness or sufficiency. The contractor recognized making due and diligent thorough review of it and entails his/her risk to trust or not on that information. Then, the Contractor is responsible for interpreting the given by the Employer and shall modify it or not in his discretions to meet the Specifications & Performance Requirements and its purposes.  |
| 13. Insurance  | 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the quantities and deductibles **stated in the PCC** for the following events which are due to the Contractor’s risks:(a) losses or damages to – the Works, Plant and Materials; (b) loss of or damage to Equipment;(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and(d) personal injury or death;(e) professional responsibility for the Works design. 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due. 13.4 The insurance terms shall not be able to be modified without the approval of the Project Management. 13.5 Both parties shall comply with the insurance policies terms.  |
| 14. Site Investigation Reports | 14.1 When the bid is prepared, the Contractor shall base reports on the Site investigations that he/she or any others one carries out as indicated **in the PCC,** besides any other information available given by the Employer which is only a reference and must be understood as a Contractor risk |
| 15. Queries about Particular Contract Conditions  | 15.1 The Projects Manager shall respond all queries about the PCC. |
| 16. Design and Build of the Works by the Contractor  | 16.1 The Contractor shall design, build and install the works according to the Specifications & Performance Requirements and Drawings approved by the Project Manager.  |
|  17. The Works to be Completed by the Intended Completion Date  | 17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date. |
| 18. Approval by the Project Manager  | 18.1 The Contractor shall provide the Project Manager the calculation notes, the designs, the Specifications and the Drawings depicting temporary and permanent proposed Works, who shall approve them if such Works comply with the Performance Specifications and Conditions, the minimum Specifications, including the Employer’s conceptual design and bid accepted, which was submitted by the Contractor (lastly) and the Drawings 18.2 The Contractor shall be responsible for the temporary and permanent works design according to the best engineering practices, codes and construction standards in the Country of the Employer, and should these not exist, with codes and standards internationally accepted as decided by the Project Manager. 18.3 The approval of the Project Manager shall not release the Contractor of any responsibility concerning the design of the Permanent, Preliminary or Temporary Projects, The only responsible of Design is the Contractor, and the approval by the Project Manager shall not make the latter or the Employer responsible for the reviewed Design. The responsibility of the Design is exclusive to the Contractor. 18.4 When it becomes necessary, the Contractor shall obtain the permanent, temporary or modifications designs approval from third parties.18.5 All blueprints prepared by the Contractor to implement the permanent, temporary or final Works shall be previously approved before using, by the Project Manager. The rule of responsibility established in the GCC 18.3 *above,* also applies with respect to the approval of drawings.18.6 The Contractor shall deliver the Design to the Project Manager to evaluate whether to approve or not, and the level of design set forth in the PCC and at the time with the number of copies and forms also established therein.  |
| 19. ESHS | 19.1 The Contractor shall be responsible for all obligations concerning the environment, social and safety and health in the workplace of all activities at the Site, according to the regulations in the Country of the Employer, and should there be none, according to stipulations of the contract conditions and the Specifications.  |
| 20. Discoveries  | 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them. |
| 21. Possession of the Site  | 21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 22. Access to the Site  | 22.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
| 23. Instructions, Inspections and Audits  | 23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.23.2 The Contractor shall permit the Bank to inspect their accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank. The Contractor shall maintain all documents and records related to the Bank-financed project for seven (7) years after completion of the work. The Contractor shall deliver any document necessary for the investigation of allegations of prohibited practices and require to employees or agents with knowledge of the Bank-financed project to respond to questions from the Bank. |
| 24. Disputes  | 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Technical Adjudicator within 14 days of the notification of the Project Manager’s decision. |
| 25. Procedures for Dispute  | 25.1 The Technical Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.. 25.2 The Technical Adjudicator shall be paid by the hour at the **rate specified in the** **BDS and PCC,** together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Employer. Either party may refer a decision of the Technical Adjudicator to an Arbitrator within 28 days of the Technical Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Technical Adjudicator’s decision shall be final and binding.25.3 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified **in the PCC.** |
| 26. Replacement of Technical Adjudicator   | 26.1 Should the Technical Adjudicator resign or die, or should the Employer and the Contractor agree that the Technical Adjudicator is not functioning in accordance with the provisions of the Contract, a new Technical Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Technical Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request. |
| B. Projects Design  |
| 27. Design of Project  | 1. The Contractor shall design the Works. The Project Manager shall o approve the Works design. The Contractor shall not be able to initiate the Works (including the Preliminary Works and the Temporary Works) without the approval of the Project Manager. The Project Manager shall be able to reject the works design or part of the design of the works if they do not adhere to the Specifications & Performance Requirements or do not comply with the applicable legislations.
2. The Contractor shall rectify the designs or parts of the designs that the Project Manager has rejected. If the Project Manager decides to reject the rectified designs, the Project Manager shall notify the Contractor of his/her intent to terminate the contract for fundamental breach by the Contractor according to Clause 59.2(a). The Contractor shall be able to express dissatisfaction regarding the Project Manager decision to terminate the Contract according to Clause 24.1.
3. For purposes of approving the design, each party has a maximum time of seven (7) days from notice of the other party, to issue its pronouncement, decision, rectification request, rejections, clarification request, acceptance or dissent. If one of the parties does not make any pronouncement within the time mentioned, silence shall be understood as a negative answer and the parties shall proceed by correspondence. The Contractor is responsible to obtain in a timely fashion permits, licenses and consents, including environmental licenses and municipal permits, necessary to implement the temporary installations and the permanent Works that the Contractor designed.
4. The Contractor is responsible that the works design complies with the environmental, social and safety and health in the workplace requirements established in the Specifications & Performance Requirements, and if they are not specified, comply with the applicable law.
5. To the extent possible and **if specified in the PCC**, according to the regulations in the country of the Employer, the Contractor is responsible to obtain in a timely manner permits, licenses and consents, including environmental licenses and municipal permits necessary to implement temporary facilities and the permanent Works they designed. **The PCC** shall identify those in charge and the scope of this responsibility.
6. The Contractor is responsible for the Works design compliance with the environmental, social and safety and health in the workplace requirements as established in the Specifications & Performance Requirements and if they are not specified, they must comply with the applicable law.
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|  | C. Time Control  |
| 28. Program | 28.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities related to the design, construction and other duties of the Works Technical Supervision.28.2 The updated Program shall the one reflecting real progress made in each of the activities, and the effects of that progress on the calendar of remaining duties to implement, including any changes in the sequence of activities. It is the Contractor’s obligation to maintain the program duly updated and to execute the Works as planned as established therein, especially when it refers to milestones, the Date for Finalizing the Designs, and the Planned Date for Completion. 28.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.28.4 The Project Manager’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events. |
| 29. Extension of the Intended Completion Date  | 29.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost. 29.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.  |
| 30. Acceleration   | 30.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor. 30.2 If the Contractor’s priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.30.3 Any catch up of the implementation pace due or attributable to delays by the Contractor are not considered Acceleration.  |
| 31. Delays Ordered by the Project Manager  | 31.1 The Project Manager, at its own discretion, shall be able to order the Contractor to delay the start or progress of any activity within the Works. This order must be documented in writing, and must include reasons to justify [it]. |
| 32. Management Meetings  | 32.1 Both the Project Manager and the Contractor shall be able to request the other party to attend management meetings. The objective of such meetings shall be to review aspects related to the Works design, permits, relocations of public services, easements, right of ways, relocation of homes and businesses, vehicle traffic, road safety, environmental measures, programming pending jobs and solving matters raised according to the Early Warning procedures described in Clause 33. 32.2 The Project Manager must maintain a record of matters addressed in the administrative meetings and provide copies to the attendants and the Employer, Either at the meeting itself or afterwards, the Project Manager shall decide and communicate in writing to all attendants their duties vis-à-vis the measures that must be taken.32.3 The Contractor shall make sure that the designers and the Contractor Technical Supervision shall participate at the Management Meetings, when the Project Manager shall inform them.  |
| 33. Early Warning  | 33.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.33.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager. |

 D. Quality Control

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| 34. Identifying Defects  | 34.1 The Contractor is responsible for the quality of the designs and the Works and shall assign quality control duties to the experienced Technical Supervision and sufficient resources to carry out these duties. The Project Manager shall control and observe the Contractor’s and its Technical Supervision work and shall notify any lack of control, failure to supervise or defect found. Such an oversight observations shall in no way modify the Contractor’s obligations. Consequently, as a result of the observations, the Project Manager may order the Contractor to replace or strengthen the Technical Supervision or any one of its members when these failures are noticed, such as deficiencies, absences or insufficiencies, or lack of expertise, or opportunity when the Works are inspected, The Project Manager shall have unrestrictive access to all trials results of the Contractor, especially those resulting from control and quality assurance done by the Contractor’s Technical Supervision.  34.2 The Project Manager will be able to order the Contractor to locate a defect and bring it out to the open and submit to Trail any work that the Project Manager considers that may have some defect.  |
| 35. Trials  | 35.1If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event. |
| 36. Correction of Defects | 36.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC.** The Defects Liability Period shall be extended for as long as Defects remain to be corrected.36.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice. |
| 37. Uncorrected Defects  | 37.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. |
| E. Cost Control  |
| 38. Schedule of Activities  | 38.1 The Schedule of Activities shows the sequence and duration of the activities in the List of Activities and shall include all the items concerning design, construction, assembly, trials and the startup of services that the Contractor must execute. 38.2 The List of Activities is used to estimate the Contract Price. The Contractor is paid for activities or part of the activities defined in the List of Activities completed to the Project Managers’ satisfaction. The Schedule of Activities outlines sequence and duration of the activities in the List of Activities and shall include items concerning the design, construction, assembly, trials and services start up projects that the Contractor shall execute. 38.2 The Contractor is paid for the progress certified by the Project Manager regarding the activities or parts of activities defined in the List of Activities, according to the “Cash Flow Projections” in Clause 41 and approved updates. |
| 39. Changes to the List of Activities  | 39.1 The List of Activities shall be modified by the Contractor to include the changes to the Program or work procedure introduced by the Contractor on his/her own. Prices in the List of Activities shall not undergo any modification when the Contractor introduces such changes.  |

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| 40. Payments for Variations  | 40.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager, before the Variation is ordered.40.3 If the Contractor’s quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Contractor’s costs.40.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.40.5 The Contractor shall not be entitled to additional payment for costs that may have been avoided by giving early warning. |
| 41. Cash Flow Forecast  | 41.1 When the work Program or Schedule of Activities is updated, the Contractor shall provide the Project Manager an updated forecast of cash flow. Such a projection may include various currencies as they were stipulated in the Contract, converted, as necessary, using the exchange rates outlined in the Contract.  |
| 42. Payment Certificates  | 42.1 The Contractor shall submit to the Project Manager monthly accounts for the estimated value of the works executed according to the activities and sub-activities and milestones progress less the accumulated sums previously confirmed by the Project Manager according to Sub-Clause 42.2. 42.2 The Project Manager shall verify the monthly accounts of the Contractor and verify the amount to be paid. 42.3 The value of the completed works shall be decided by the Project Manager. 42.4 The value of the works implemented shall include the value of milestones, the activities or sub-activities completed which are included in the list of activities.42.5 The value of the works implemented shall include the estimate of the Variations and the Events to be Remunerated. 42.6 The Project Manager shall be able to exclude any milestone or sub-activity included in a prior certificate or reduce the proportion of any item considering the most recent information.  |
| 43. Payments  | 43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the quantities certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.43.2 If an amount certified is increased in a later certificate or as a result of an award by the Technical Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract. |
| 44.Compensation Events  | 44.1 The following shall be Compensation Events:(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.(c) The Project Manager orders a delay or does not issue within the 28 days following the submissions by the Contractor of all initial documents or rectifications, the approval of the designs, Drawings, Specifications documents, or necessary instructions to a timely implementation of Works. (d) The Project Manager instructs the Contractor to uncover work done, or to carry out additional tests upon work, which is then found to have no Defects. (e) The Project Manager unreasonably does not approve a subcontract to be let.(f) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.(g) Other contractors, public authorities, utilities, or the Employer do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.(h) The advance payment is delayed. (i) The effects on the Contractor of any of the Employer’s Risks.(j) The Project Manager unreasonably delays issuing a Certificate of Completion(k) The Contractor demonstrates to have rigorously complied with all the requirements imposed by the environmental or local authorities to obtain permits, licenses and consents within the timelines given to other similar requests. 44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.44.4 The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Project Manager. |
| 45. Tax  | 45.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 47. |
| 46. Currencies  | 46.1 Where payments are made in currencies other than the currency of the Employer’s country **specified in the PCC,** the exchange rates used for calculating the quantities to be paid shall be the exchange rates stated in the Contractor’s Bid. |
| 47. Price Adjustment  | 47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC.** If so provided, the quantities certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment quantities due in each currency. A separate formula of the type indicated below applies to each Contract currency: **Pc  = Ac + Bc (Imc/Ioc)**where: Pc is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”Ac and Bc are coefficients[[17]](#footnote-17) **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” andImc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”currency “c”. 47.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs. |
| 48. Retention  | 48.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works. 48.2 On completion of the whole of the Works and the Project Manager certification of completion of the works according to GCC Sub-Clause 55.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.48.3 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee. |
| 49. Liquidated Damages  | 49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date [[18]](#footnote-18). The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1 |
| 50. Bonus  | 50.1 The Contractor shall be paid a bonus calculated at the rate per calendar day stated **in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date The Project Manager shall certify that the Works are completed according to the GCC Sub-Clause 55.1, although they may not be due to be complete. |
| 51. Advance Payment | * 1. The Employer shall make advance payment to the Contractor of the quantities **stated in the PCC** by the date **stated in the PCC,** against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in quantities and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the quantities repaid by the Contractor. Interest shall not be charged on the advance payment.

51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.51.3 The advance payment shall be repaid by deducting proportionate quantities from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages |
| 52. Securities  | 52.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days later than the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year later than the date of issue of the Completion Certificate in the case of a Performance Bond.  |
| 53. Daywork  | 53.1 If applicable, the Daywork rates in the Contractor’s Bid shall be used for small additional quantities of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.53.2 All work to be paid for as Daywork shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms mentioned in Sub-Clause 53.2 in the GCC. |
| 54. Cost of Repairs  | 54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions. |

F. Finishing the Contract

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| 55. Completion  | 55.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed. |
| 56. Taking Over | 56.1 The Employer shall take over the Site and the Works within seven (7) days of the Project Manager’s issuing a certificate of Completion. |
| 57. Final Account  | 57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate..  |
| 58. Operating and Maintenance Manuals  | 58.1 If final updated drawings and/or updated maintenance manuals are required, the Contractor shall deliver them on the dates stipulated **in the PCC**. 58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC,** or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor |
| 59. Termination  | 59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. 59.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:1. repeatedly, the Project Manager rejects the Works design or parts of the design implemented by the Contractor;
2. the Project Manager determines that the Contractor’s Technical Supervision is absent, deficient or insufficient to build the Works according to the approved designs, drawings and specifications, as long as the Contractor would have warned accordingly and in regard to Sub-Clause 34.1, before the decision;
3. the Contractor suspends works for 28 days when the current Program does not plan suspensions and has not either been authorized by the Project Manager.;
4. the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
5. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
6. a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
7. the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager, that is consistent with the maximum period with which the maximum amount would be reached as established GCC 49.1
8. the Contractor does not maintain a Security, which is required;
9. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**;
10. if the Contractor, in the judgment of the Employer has engaged in prohibited practices in competing for or in executing the Contract, as established in the Policies of the Inter-American Development Bank, indicated in Clause 60 of these GCC.

59.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience at any time.59.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. |
| 60. Prohibited Practices  |

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| 60.1 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[[19]](#footnote-19) 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 Sub-Clause 60.1(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 Sub-clause 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.
 |
| 60.2 The Contractor including, in all cases, the respective directors, key personnel, main shareholders, proposed personnel and agents, declare and guarantee:  |
| * + 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 Sub-Clause 60.1 (b).
 |

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| 61. Payment upon Termination  | 61.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.61.2 If the Contract is rescinded for convenience of the Contracting Party or for basic breach of Contract by the Contracting Party, the Project Manager shall issue a certificate for the value of the works completed, the materials ordered, the reasonable costs to remove the equipment and the Contractor’s personnel repatriation employed exclusively in the Projects, and other costs the Contractor would have incurred to safeguard and secure the Works, less the advances that the Contractor would have received before the date such a certificate was issued.  |
| 62. Property Rights  | 62.1 If a Contract is terminated for breach, all the Materials at the Works Site, the Plant, the Equipment, the temporary Works and the Works shall be considered the property of the Employer. The designs, drawings, notes and design calculations are the Contractor’s property, but when submitting and obtaining the designs approval, the Contractor cedes unlimited use rights of its intellectual property to the Employer. The use of modelling or programming software would imply that the Employer has the right to use the respective program, according to standards governing intellectual and industrial property.  |
| 63. Release from Performance  | 63.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made. 63.2 Once a Works Termination Certificate was issued, each one of the Parties continues to be responsible for any obligation resulting from the execution of the design and construction. Unless the legislation in the Country of the Employer specifies other timelines: for purposes of determining nature and degree of the Parties responsibilities, it shall be considered that the Contract’s following periods in the Contract counted from the time that the Works Termination Certificate was issued are current. shall be considered:(a) 10 years in the case of structural failures or defects; (b) 5 years when it is a failure or defects of the construction or installation elements;(c) 3 years if there were failures or defects affecting the works finishing elements; and (d) 5 years for failures or defects that cannot be absorbed or equivalent to those pointed out *supra.* These are contract deadlines and additional to any standard in the Country of the Employer establishing responsibilities for the Contractors. They are included in the Contract Price.  |
| 64. Payment’s Suspension of Bank Loan  | 64.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:* + 1. The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank’s suspension notice.

(b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice. |
| 65. Eligibility  | 65.1 The Contractor and its Subcontractors shall have the nationality of a Bank’s member country. A Contractor or Subcontractor shall be deemed to have the nationality of a country if it complies with the following requirements:(a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:1. is a citizen of a member country; or
2. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.
	* 1. **A company** is considered to have the nationality of a member country if it meets the two following requirements:
3. is legally constituted or incorporated under the laws of a member country of the Bank; and
4. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank.

65.2 All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.65.3 All the Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank’s member country. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when 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 |

# Section VI. Particular Conditions of Contract (PCC)

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

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| General  |
| **GCC 1.1 (p)**  | The Defects Liability Period is *[insert period of time calculated from the Completion Date]* |
| **GCC 1.1 (r)** |  The Employer is*[indicate the name, address and the name of the authorized representative]*  |
| **GCC 1.1 (u)** | The Intended Completion Date for the Designs and is *[indicate the date]**[If different dates are stated to finalize the complete design or parts of the design for sections or milestones, they shall list the dates here]*  |
| **GCC 1.1 (v)** | The Intended Completion Date for the entire Works is *[indicate the date]**[If different dates are specified for Works completion, by sections or milestones, those dates should be listed here]*  |
| **GCC 1.1 (y)** | The Project Manager is *[indicate the name and address of the Project Manager]*  |
| **GCC 1.1 (aa)** | The Site is located in *[indicate the address of the site ]* and is defined in the drawings No. *[indicate the numbers]* |
| **GCC 1.1 (ee)** | The Start Date shall be: *[indicate the date]* |
| **GCC 1.1 (kk)** | The Works consist of *[indicate a brief description, including the interrelationship with other contracts within the same Project]*  |
| **GCC 2.2** | Sectional Completions with different completion date to the completion date for the whole works are: [*indicate the nature and the dates, if applicable]*  |
| **GCC 2.3 (i)** | The following documents also form part of the Contract: *[list the following and any other relevant documents]*1. the ESHS Management Strategies and Implementation Plans; and
2. Code of Conduct (ESHS).
 |
| **GCC 3.1** | The language used to draw the Contract document must be: *[Select a language: English, Spanish, French or Portuguese. The language shall be the same as the Bid]* The law governing the Contract is: *[indicate the name of the country]*  |
| **GCC 8.1** | List of Other Contractors *[list the names of Other Contractors, if applicable]*  |
| **GCC 9.1** | Key Personnel: *[list the names of Key Personnel, including the Contractor’s lead designer, and the lead Technical Supervision and other key positions]*  |
| **GCC 9.2** | **Code of Conduct (ESHS)**The following is inserted at the end of GCC 9.2:“The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence (GBV), sexual exploitation or abuse illicit activity or crime).” |
| **GCC 13.1** | Minimum insurance coverage and deductibles shall be: ((a) for loss or damage to the Works, Plant and Materials: *[insert quantities]*.(b) For loss or damage to Equipment: *[insert quantities]*.(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *[insert quantities]*.(d) for personal injury or death: * + - 1. of the Contractor’s employees: *[amount]*.
			2. of other people: [amount].

(e) design professional risks for an amount no less than 20% of the contract Price  |
| **GCC 14.1** | Site Investigation Reports are: *[list Site Investigation Reports]* |
| **GCC 16.1 and 16.2** | **ESHS Management Strategies and Implementation Plans**The following is inserted as a new sub-clause 16.2:“ **16.2** The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.” |
| **GCC 18.6** | The design level required by the Employer is: *[indicate the level according to the usual classification in the country of the Employer]* Delivery is done within the period established by PCC GCC 1.1 (u) above.*[In addition, describe the number of copies and Design format to be submitted to the Project Manager]* |
| **GCC 21.1** | The Site Possession Date(s) shall be: *[insert location(s) and date(s)]* |
| **GCC 25.2** | Fees and types of reimbursable expenses to be paid to the Technical Adjudicator: *[insert hourly fees and* *reimbursable expenses]*. |
| **GCC 25.3** | *[For smaller contracts, the institution is usually from the Employer’s country. For larger contracts, and contracts that are likely to be awarded to foreign contractors, it is recommended that the arbitration procedure of an international institution be used]* *Institution whose arbitration procedures shall be used: [insert name of the institution]* *[For larger contracts and contracts with foreign contractors, it is recommended that one institution be selected among those listed below; insert the corresponding wording]****“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:****Sub-Clause 25.3—Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”**or****“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):****Sub-Clause 25.3—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.”**or****“Rules of Arbitration Institute of the Stockholm Chamber of Commerce:****Sub-Clause 25.3—Any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.”**or****“Rules of the London court of International Arbitration:****Sub-Clause 25.3—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.”**The place of arbitration shall be: [Insert city and country]* |
| **GCC 26.1** | Appointing Authority for the Technical Adjudicator: [insert name of Authority]. |
| 1. **Works Design**
 |
| **GCC 27.5** | The requirements for the approval of permits, licences and consents, including the environmental licenses and municipal permits must be met by the Contractor: **[Indicate “Yes “or “No” or which yes and which are the Employer responsibility].** **[In addition, indicate who are those in charge with precision to facilitate the Contractor with procedures.]** |
|  | **[Note to Employer: insert the modifications or add-ons necessary to supplement the contract obligations related to the Works design in this Part B of the Particular Conditions]** |

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| **C. Time Control**  |
| **GCC 28.1**  | The Contractor shall submit for approval by the Project Manager a Program for the Works within *[number]* days from the date of the Letter of Acceptance. |
| **GCC 28.2** | **ESHS Reporting**Inserted at the end of GCC 28.2:“In addition to the progress report, the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.* + 1. confirmed or likely violation of any law or international agreement;
		2. any fatality or serious (lost time) injury;
		3. significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)
		4. major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or

any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children. |
| **GCC 28.3** | The period between Program updates is *[insert number]* days.The amount to be withheld for late submission of an updated Program is *[insert amount]*. |
| D. Quality Control  |
| **GCC 36.1** | The Defects Liability Period is: *[insert number]* days.*[The Defects Liability Period is usually limited to 12 months, but may be less in very simple cases]* |

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| **E. Cost Control**  |
| **GCC 46.1** | The currency of the Employer’s country is: *[insert name of currency of the Employer’s country]*. |
| **GCC 47.1** | The Contract *[insert “is” or “is not”]* subject to price adjustment in accordance with GCC Clause 47, and the following information regarding coefficients *[specify “does” or “does not”]* apply.*[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]*The coefficients for adjustment of prices are:(a) For currency *[insert name of currency]*:(i) *[insert percentage]* percent nonadjustable element (coefficient A).(ii) *[insert percentage]* percent adjustable element (coefficient B).(b) For currency *[insert name of currency]*:(i) *[insert percentage]* percent nonadjustable element (coefficient A).(ii) *[insert percentage]* percent adjustable element (coefficient B).The Index I for local currency shall be *[insert index]*.The Index I for the specified international currency shall be *[insert index]*.*[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]*The Index I for currencies other than the local currency and the specified international currency shall be *[insert index]*.*[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]* |
| **GCC 48.1** | The proportion of payments retained is: *[insert percentage]**[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]* |
| **GCC 49.1**  | The liquidated damages for the whole of the Works are *[insert percentage of the final Contract Price]* per day. The maximum amount of liquidated damages for the whole of the Works is *[insert percentage]* of the final Contract Price.*[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price.* *If Sectional Completion and Damages per Section have been agreed, the latter should be specified here] See footnote no.2 in GCC 49.1 before completing this requirement]*  |
| **GCC 50.1** | The Bonus for the whole of the Works is *[insert percentage of final Contract Price]* per day. The maximum amount of Bonus for the whole of the Works is *[insert percentage]* of the final Contract Price.[If early completion would provide benefits to the Employer, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.] |
| **GCC 51.1** | The Advance Payments shall be: *[insert amount(s)]* and shall be paid to the Contractor no later than *[insert date(s)]*. |
| **GCC 52.1**  | The Performance Security amount is *[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer]* (a) Bank Guarantee: *[insert percentage and amount(s) ]*.(b) Performance Bond : *[insert percentage and amount(s) ]*.*[A* ***Bank Guarantee*** *shall be unconditional (on demand) (see Section X. Contract Forms). An amount of 5 percent of the Contract Price is commonly specified for Performance Bank Guarantees. A* ***Performance Bond*** *is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the Employer. An amount of 30 percent of the Contract Price is commonly used internationally for this type of security (see Section X. Contract Forms).]* |
| F. Finishing the Contract  |
| **GCC 58.1** | The date by which operating and maintenance manuals are required is *[insert date]*.The date by which “as built” drawings are required is *[insert date]*. |
| **GCC 58.2** | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is *[insert amount in local currency]*. |
| **GCC 59.2 (g)** | The maximum number of days is *[indicate the number; consistent with Sub-Clause 49.1 on liquidated damages].*  |
| **GCC 61.1** | The percentage to apply to the value of the works not completed is *[insert percentage]*. |

# Section VII. Specifications & Performance Requirements

 *[Note to Employer for preparing the Section on Section VII. “Specifications & Performance Requirements”: these notes are recommendations to the Employer and must be deleted in the final version of the bidding document]*

1. This Section contains the Scope, the site information, the Specifications, the Drawings and the environmental, social and safety and health in the Works workplace requirements, the supplemental information describing the Works and forms to be used during the contract implementation.
2. This a “sole responsibility contract”. It is not expected that the Employer shall invite Bid submissions with very detailed specifications. However, the Employer knows and must know they want and can communicate to the Bidder regarding needs and the clearest possible requirements.
3. Therefore, Section VII. “Specifications & Performance Requirements” must specify exactly the design and completed Works particular requirements, and if appropriate for operation and maintenance. It shall also be necessary to specify the trials that shall be conducted when the Works are complete to verify compliance with specified requirements.
4. The Employer may conduct basic duties (such as surveyor studies, environmental studies and process permits) to: (a) develop a realistic approach of the scope and Budget of the contract; and (b) provide Bidders the information to establish the Price and take other commercial decisions.
5. Although the bidding document should endeavor to define the Works requirements as precise as possible, careful attentions must be paid to avoid excessive specifications to the extent that flexibility and potential benefits associated with a “sole responsibility” contract approach may be seriously eroded or threatened. Section VII. “Specifications & Performance Requirements” must be carefully prepared by experts familiar with the requirements and technical aspects of the Works. Since it is expected that the Contractor shall produce the design, the Employer shall provide the criteria and expect they are confirmed with the design. The functional efficiency and the performance specifications may define the characteristics, nature and the completed project performance and any limitation that the Employer would wish to impose.
6. The Section VII. “Specifications & Performance Requirements” shall specify the Contractor Documents that shall be required and the submission and approval procedures.
7. The Projects requisites must be prepared to make a clear statement about standards required for design, labor force, materials, performance or functionality duties of the Projects. Section VII. “Specifications & Performance Requirements” must stipulate all the assets and materials to include in the Projects must be new, unused, state or the art models and include recent improvements made to design and materials
8. The Section VII. “Specifications & Performance Requirements” must be carefully drawn to insure that the requisites are not restrictive. Recognized international standards must be used to the extent possible to describe designs, products, materials and labor force. When other particular standards are specified both for the Employer’s country national standards or other standards, it must be indicated that the goods, materials and labor force comply with other authoritative standards and guarantee an equal or superior quality than the specified standards and shall also be acceptable. Wherever a make of a product is specified, it should always be qualified with the terms “or equivalent”.
9. For this type of turnkey contract, generally there should be no detailed drawings. However, it would be useful to include conceptual drawings and/or preliminary designs to supplement or help explain the general concept of the employer needs. Requisites must specify to which extent these preliminary or conceptual designs are mandatory or merely a suggestion.
10. The Employer shall make available to Bidders all pertinent information about the Projects Site. The typical information that the Employer must provide may include:
* Surveying Data Environmental and basic social data
* On the field investigations data
* Information on soil condition
* Records of public services
* Information on land ownership
* Subsurface water, Surface water and hydrological information Planning and zoning regulations
* Permits, licenses and consents and its conditions “as built” Blueprints of the existing infrastructure
* Details of any risk or danger
* Any other physical restriction
* Quality and environmental, health and safety required systems Information about meetings of the interested parties (stakeholders
* Data on sub-surface and hydrological conditions at the Site , including all environmental aspects.

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

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

“Equivalency of codes and standards”

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

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

# Section VIII. Drawings

*List here the preliminary drawings or conceptual design of the Employer drawings for design & build of the Works.*

*The drawings, outlines and graphs including the Works Site drawings shall be attached to this Section, in a separate file, clearly indicating which ones are for reference and subject to verification by the Contractor and which ones contain a declaration of veracity from the Employer.*

# Section IX. List of Activities

Objectives

The objectives of the List of Activities are:

*(a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*

*(b) when the Contract is formalized, have a List of Activities with prices, employed to value periodically the implemented Works.*

*For purposes of reaching these objectives, there shall be a breakdown of the Works in the List of Activities providing sufficient details to distinguish between the various types of Projects, or between the Works of the same type performed in different locations or circumstances that may give rise to other considerations concerning costs. Consistent with these requirements, the List of Activities, in form and content, shall be as simple and brief as possible.*

***Daywork Schedule***

*The Daywork Schedule shall be included only when there is a probability to perform unexpected works in addition to the items included in the List of Activities. To facilitate the Employer to verify Bidders quoted prices whether they adhere to the reality, the List of day work normally should include the following:*

*(a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*

*(b) Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor’s profit, overheads, supervision, and other charges.*

***Provisional Sums***

*A general appropriation may be made for physical contingencies (excesses over quantities), including a temporary sum in the Summary List of Activities. Likewise, a set aside should be established for possible increases in prices in the Summary List of Activities with prices. To include such temporary sums usually it facilitates the budgetary approval process because it avoids the need to request supplementary approvals along the way as new needs arise. When such temporary sums or set asides are used for contingencies, the Particular Conditions of Contract should indicate how they shall be used and the authority (usually the Project Manager) who shall oversee.*

*The estimated cost of specialized Works to be performed by Contractors, or the special materials that shall need to be provided, (see Clause 8 of the GCC) shall be indicated as a temporary sum along a brief description, where appropriate in the List of Activities, The Employer usually undertakes a separate bidding process to select these specialized Contractors. For purposes of introducing competition among Bidders with regard to any installation, services, assistance, that the selected Bidder shall provide as principal Contractor, for use and convenience of the specialized Contractors, each temporary relevant sum must be shown as an item in the List of Activities requesting the Bidder to quote a price for such installations, services, assistant, etc.*

*These notes assist with the preparation of the List of Activities whose only objective is to inform the
Employer or the person drawing up the bidding document and must not be included in the final documents.*

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

The total prices of the List of Activities is the Bidder Bid to complete the design and the works construction under conditions of “sole responsibility” with a global or lump sum amount.

The cost of any activity or sub-activity (specified or not by the Employer) that the Bidder has omitted shall be considered to be included in the price of other activities or subactivities in the List of Activity with Price and Subactivity and shall not be paid separately by the Employer.

The List of Activities with Prices and the lists of subactivities provided by the Bidder shall be used in the Bids Evaluation. These lists, and the work program, are the basis to estimate Payments.

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

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

|  |  |  |
| --- | --- | --- |
| Activity No. | Desciption of the Activity  | Price of the Activity  |
| 1. | Design Services  |  |
| 2. | Mobilization  |  |
| 3. | Construction  |  |
| 4. | Electrical Installations  |  |
| 5. | Sanitation Installations  |  |
| 6. | Mechanical Installations  |  |
| 7. | Study  |  |
| 8. | Laboratory, Inspections and Materials Trial  |  |
| 9. | Information System  |  |
| 10. | Supervision and technical consulting of Contractor  |  |
| 11. | Licencing and permit processing  |  |
| ... |  |  |
|  |  |  |
|  |  |  |
|  | Total Price of the Activities to be transferred to the Global Summary, Page \_\_\_\_ |  |
| Repeat the amount in letters  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Name of Bidder |   |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Signature of Bidder  |   |
|  |  |  |  |  |  |  |

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

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

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

|  |  |  |
| --- | --- | --- |
| Sub-Activity No. | Description of the Sub-Activity  | Price of the sub-Activity  |
| 1. | …………….. |  |
|  |  |  |
| 2. | ……………… |  |
|  |  |  |
| 3. | ……………… |  |
|  |  |  |
| 4. | etc. |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | The Total Price of the Subactivity to be transferred to the Total Price of Activities, Page \_\_\_\_ |  |
|  |  |  |
| Repeat the amount in letters  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Name of Bidder |   |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | Signature Bidder |   |
|  |  |  |  |  |  |  |

##### Examples of Daywork

 *[****Note to the Employer:***

*For small or incidental works, the Engineer may instruct a variation in implementation based on Daywork. The preferred alternative is to value the additional work according to the Contract Conditions. If the Work Plan includes Daywork in the Bidding document, it is preferred to include nominal quantities concerning the items most probably used and transfer the sum to the Global Summary to make the day work rates competitive..*

*If the option is not included under Daywork, Sub-Clause 53 of the General Conditions shall not apply.*

According to Clause 53 of the General Conditions, the job shall not be implemented using the Daywork modality, except when there is a written order from the Engineer. Bidders shall enter basic rates for the Daywork items in the respective List, and these shall be applied to any quantity of Daywork ordered by the Engineer. The nominal quantities were indicated with each Work Day item, and the total for Daywork shall be transferred as temporary total amount to the Global Sum. Except otherwise determined, payments for Daywork shall be subject to prices adjustment according to provisions in the Contract Conditions.

##### 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 the amount |  |
|  | Name of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidder Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

\* To be entered by Employer

a. To be entered by Bidder

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

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

\* To be entered by Employer

a.To be entered by Bidder

##### List of Daywork rate: 3 Employer’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 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

##### Daywork Summary

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

##### a. The Employer must enter the monetary unit Specified Provisional Sums

|  |  |  |
| --- | --- | --- |
| *Item no.* | *Description* | *Amount*  |
| 1 |  |  |
|  |  |  |
|  |  |  |
| 2 |  |  |
|  |  |  |
|  |  |  |
| 3 |  |  |
|  |  |  |
|  |  |  |
| 4  | Provisional sums for ESHS outcomes (if applicable) |  |
|  |  |  |
|  |  |  |
| etc. |  |  |
|  |  |  |
|  | Total for Specified Provisional Sums (Carried forward to Grand Summary (B), p. ) |   |
| Repeat and write out the amount  |  |
|  |  |  |  |  |
|  | Name of Bidder  |   |
|  |  |  |  |  |
|  |  |  |  |  |
|  | Bidder Signature  |   |
|  |  |  |  |  |

##### Grand Summary

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

(i) All provisional sums shall be reversed, totally or partially, at the Engineer’s instruction and discretion according to paragraph 13.5 of the Contract Terms.

(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 List of Activities) 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 quantities, 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 quantities, 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 his/her Offer 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 currency in which the Contract price is expressed , P0, is different of the currency of the country of origin of the labor and/or materials indices, a correction factor shall be applied to avoid incorrect adjustments 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 the Bidder shall:

(a) indicate bidding 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 USDOL and other foreign currency, should there be one; and

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

Source of indices to be determined by Bidder: Bidding Prices must be quoted in currencies according to ITB35. 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 higher 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’s 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’s 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**  | **Bidding 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** | **Bidding 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**  | **Bidding 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**  | **Bidding 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 the 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].

# Section X. Contract Forms

*Attached in this Section is the Notification of Intention to Award form, which will be used in all cases, and the Declaration of Beneficial Ownership form that must be completed by the selected Bidder if so established by the BDS in reference to ITB 40.1. Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section X. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities.*

## 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** | **Bid price** | **Evaluated Bid price** **(if applicable)** |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

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

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

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

|  |
| --- |
| Pursuant to ITB 33.1 in the evaluation of bids or pursuant to ITB 33.2 in the final award of this Contract, the following method was used: 🞎 Best and Final Offer🞎 Negotiations🞎 Neither method***[Delete if not applicable]***The name of the Independent Probity Assurance Authority is:*[insert the name of the 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 bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 and identification of the process*]

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.

##

Letter of Acceptance

*[letterhead paper of the Employer]*

***[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB 40 and 41. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the Bank required under the Loan Agreement.]***

[indicate date]

Number of Identification of the RFB and Title of the Contract *[indicate the number of identification of the RFB and the Contract title]*

A: *[Indicate the name and address of the selected Bidder]*

This letter is to communicate that in this manner our Entity accepts your bid dated *[indicate the date]* for the design and build for *[indicate the name of Contract and number of identification as it was issued in the PCC* for the Contract Price equivalent[[20]](#footnote-20) to *[indicate the amount in figures and in words] ] [indicate the name of the currency], with corrections and modifications*[[21]](#footnote-21) according to the Instructions to Bidders

*[select one of the following options (a) or (b) and delete the other one]*

(a) We accept the designation of *[indicate the name of the candidate proposed by the Bidder]* asTechnical Adjudicator[[22]](#footnote-22).

(b) We do not accept the designation of *[indicate the name of the candidate proposed by the Bidder]*  as Technical Adjudicator, and by sending a copy of this Letter of Acceptance to *[indicate the name of the Authority for the appointment],* we are therefore, requesting that  *[indicate the name],*  the Designating Authority appoint the Technical Adjudicator according to ITB 38.1.[[23]](#footnote-23)

Herein, we instruct you to (a) proceed with the mentioned Works design and construction, according to the Contract documents, (b) sign and return the Contract documents attached and (c) send the Performance Guarantees according to ITB 36.1, that is, within 21 days following receipt of this Letter of Acceptance, and according to Sub-Clause 52.1 of the GCC.

Authorized Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Position of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment: Agreement

Contract Agreement

*[The Agreement shall incorporate any corrections or modifications to the Bid resulting from corrections of errors (ITB 28), price adjustment during the evaluation process (ITB 16.3, selection of an alternative offer (ITB 18), acceptable deviations (ITB 28), or any other mutually-agreeable changes allowed for in the Conditions of Contract, such as changes in key personnel, subcontractors, scheduling, and the like.]*

This Agreement, made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Employer]* (hereinafter called “the Employer”) and *[insert name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute the design and build of *[insert name and identification number of Contract]* (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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.

Annex

Details about modifications or corrections according to item 2.above*.*

In Witness whereof the parties thereto have signed this Agreement to be executed the day and year first before written.

Official Seal  *[Name of the witnessing Entity] ]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Was stamped in this present document and attested in presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed, Sealed and Issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnessed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature binding the Contracting Party *[signature of the Contracting Party authorized representative]* Signature binding the Contractor *[signature of the Contractor authorized representative*

Performance Bank Guarantee

(Unconditional)

[The **bank/successful Bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

*[insert bank’s name, and address of issuing branch or office]*

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

**Date:** *[insert date]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of the design and build of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words])*,*[[24]](#footnote-24)* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the [*insert number* day of *[insert month],* *[insert year],[[25]](#footnote-25)* whichever occurs first. 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, ICC Publication No.758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[signature(s) of an authorized representative(s) of the Bank ]*

Performance Bond

*[The* ***Surety/successful Bidder*** *providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security]*

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called “the Contractor”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[insert amount of Bond] [insert amount of Bond in words]*,[[26]](#footnote-26) 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 Contract with the Employer dated[[27]](#footnote-27) the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents for the design and build, 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 the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

(3) pay the Employer the amount required by the 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 issuance of the Certificate of Completion.

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 its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s) ]*

on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*

on behalf of *[name of Surety ]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*

Date *[insert date]*

Bank Guarantee for Advance Payment

*The* ***bank/successful bidder*** *providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract*

*[insert Bank’s name, and address of issuing branch or office]*

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

**Date:** *[insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with you, for the execution of the design and build of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words][[28]](#footnote-28)*)upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert month],* *[insert year]*,[[29]](#footnote-29) 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, ICC Publication No. 758.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[insert signature(s) of authorized representative(s) of bank]*

**SAMPLE FORMAT FOR INVITATION FOR BIDS**

**Request for Bids (RFB)**

*[ insert* ***name of Country*** *]*

*[ insert*  ***name of Project*** *]*

*[ insert* ***loan number****]*

*[ insert* ***RFB title and Number****]*

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in *Development Business*, issue no. *[insert number]* of *[insert date]*.1

2. The *[insert name of Borrower]* *[insert “has received/has applied for/intends to apply for”]* a loan from the Inter-American Development Banktoward the cost of *[insert name of Project]*, and it intends to apply part of the proceeds of this loan to payments under the Contract for the design and build of *[insert name and number of Contract].*2

3. The *[insert complete name of Employer]* now invites sealed bids from eligible and qualified bidders for *[insert brief description of the Works to be designed and built].*3 The delivery/construction period is *[insert number of days/months/years or dates].*

4. RFB shall be conducted through the International Competitive Bidding (ICB) procedures specified in the Inter-American Development Bank’s *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 on 2nd of July 2019 and effective as of 1st January 2020*, and is open to all bidders from Eligible Source Countries as defined in the bidding document.4

5. Interested eligible bidders may obtain further information from *[insert complete legal name of Employer; insert name and e-mail of officer in charge]* and inspect the bidding document at the address given below *[state address at end of this invitation]* from *[insert office hours]*.5 .

6. Qualifications requirements include: *[insert key technical, financial, legal and other requirements].* A margin of preference for national contractors/JVCAs shall not be applied. . [*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”.]*

7. A complete set of bidding document in *[insert name of language(s)]* may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee6 *[insert amount in local currency]* or in *[insert amount in specified convertible currency]*. The method of payment shall be *[insert method of payment]*.7 The bidding document shall be sent by *[insert delivery procedure]*.8

8. Bids must be delivered to the address below at or before *[insert time and date]*. Electronic bidding *[insert “shall” or “shall not”]* be permitted. Late bids shall be rejected. Bids shall be opened physically *[insert “ and electronically” if electronic bidding is permitted]* in the presence of the bidders’ representatives who choose to attend in person or on-line at the address below at *[insert time and date]*.

9. All bids *[insert “shall” or “shall not”]* be accompanied by a *[insert “Bid Security” or “Bid*-*Securing Declaration”, as appropriate and if required]* of *[insert amount in local currency* *or an equivalent amount in a freely convertible currency, or a minimum percentage of bid price in case of a Bid Security]*9 .

10. The address(es) referred to above is(are): *[insert detailed address(es) including complete legal name of the Employer, Office designation (room number) , name of Officer, Street address, City (code), Country; insert electronic address if electronic bidding is permitted; insert different addresses if addresses for purchase of bidding documents, bid submission and bid opening are different]10*

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

*1. Day, month, year; for example, 31 January 1996.*

*2. [Insert if applicable: “ This contract shall be jointly financed by [insert name of cofinancing agency]. Bidding shall be governed by the Bank’s eligibility rules and procedures.”]*

*3. A brief description of the type(s) of Works should be provided, including quantities, location of Project, and other information necessary to enable potential bidders to decide whether or not to respond to the Invitation.*

*4. Occasionally, contracts may be financed out of special funds that would further restrict eligibility to a particular group of member countries. When this is the case, it should be mentioned in this paragraph.*

*5. For example, 9.00 AM to 5.00 PM.*

*6. The fee, should defray the printing and mailing/shipping costs); it should not deter competition.*

*7. For example, cashier’s check, direct deposit to specified account number.*

*8. The delivery procedure is usually by airmail for overseas delivery and surface mail or courier for local delivery, or by electronic means if electronic bidding is permitted. If urgency or security dictates, courier services may be required for overseas delivery.*

*9. The amount of Bid Security should be stated as a fixed amount or as a minimum percentage of the Bid Price. Alternatively, if a Bid Security or a Bid*-*Securing Declaration is not required (often the case in supply contracts), the paragraph should so state.*

*10. If the addresses for bid opening, inspection and issuing of the documents, and reception of bids are not the same, each address should be specified at the end of paragraph 10 and be numbered, i.e. (1), (2), (3). Therefore the text in the paragraph should refer to addresses (1), (2),, etc. Only one address should be specified for the reception of the bids, which should be located as close as possible to the address where bids shall be opened , to reduce the time between the deadline for bid submission and the time for bid opening*

1. 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-1)
2. 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-2)
3. 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-3)
4. Generally, this value is equivalent to the estimated payment flows during a period of 4 to 6 months based on the average construction progress (considering a uniform distribution). The real reference period will depend on the speed with which the Employer will pay the monthly Contractor monthly certificates. [↑](#footnote-ref-4)
5. For the avoidance of doubt, in the case of slice and package bidding, Bid means the bid for a slice. [↑](#footnote-ref-5)
6. It may be necessary to extend the deadline for the submission of Offers if the response of the Employer results in substantial changes to the Bidding Document. See ITB 11.. [↑](#footnote-ref-6)
7. It is important, therefore, that the Employer maintains a complete and updated list of all those who have received the bidding documents and their addresses. [↑](#footnote-ref-7)
8. Provisional sums are monetary sums specified by the Employer in the List of Activities to be used at their discretion for specific purposes. [↑](#footnote-ref-8)
9. The period is reasonable time, generally, no less than 35 days and no more than 105, to allow Offers Evaluations, clarifications and obtain the Bank “no objection” (when the contract award is subject to prior review). [↑](#footnote-ref-9)
10. The address where the Bids are received must be an office that is open during business hours, with authorized personnel to certify the time and date of receipt and ensure the custody of the Bids until the date of opening. A postal section address should not be indicated. The address for the receipt of the Bids must be the same as indicated in the Call for bids. [↑](#footnote-ref-10)
11. For contracts subject to prior review, a copy of the opening minutes must be sent by the Employer to the Inter-American Development Bank, together with the bid evaluation report. [↑](#footnote-ref-11)
12. Work per day is the work that is carried out according to the instructions of the Project Manager and that are remunerated according to the time it takes the workers, based on the prices quoted in the Bid. In order for the evaluation of the Bids to consider that the price of the work per day has been quoted competitively, the Employer must make a list of the tentative amounts corresponding to the individual items whose costs will be determined against the days of work (for example, a specific number of man-days of a tractor driver, a specific amount of tons of Portland cement, etc.), which will be multiplied by the unit prices for work per day quoted by the Bidders and included in the total price of the Bid. [↑](#footnote-ref-12)
13. The Contracting Party will not have to reject Offers or cancel the bidding process except in cases allowed by the *Inter-American Development Bank Policies for Works and Goods Design and Construction Procurement projects financed by the Bank.* [↑](#footnote-ref-13)
14. Delete if there has been a prequalification. [↑](#footnote-ref-14)
15. Delete if there has been a prequalification. [↑](#footnote-ref-15)
16. 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-16)
17. *The sum of the two coefficients Ac and Bc should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.* [↑](#footnote-ref-17)
18. The Contractor must analyze, in each project and specifically, if there is a possibility (quantitatively and probabilistically) that the Contractor's breaches will generate losses, damages or deterioration for amounts exceeding 10% of the Contract. If this is the case, the Employer may increase the liability of the Contractor and not limit the damages to the delay on the date of termination, for example, it may deduct said compensation from the payments owed to the Contractor. [↑](#footnote-ref-18)
19. 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-19)
20. Delete equivalent to " and add "of" if the Contract Price is expressed in only one currency [↑](#footnote-ref-20)
21. Delete “corrections and ” or “and modifications”, if not applicable. Refer to the Notes about the Contract Form (next page) . [↑](#footnote-ref-21)
22. It will be used only if the selected Bidder indicates in its Offer disagreement with the Technical Adjudicartor proposed by the Employer in the Instructions to Bidders and subsequently, proposes another candidate.. [↑](#footnote-ref-22)
23. It will be used only if the Bidder selected indicates in its Offer not to agree with the proposed Technical Adjudicator by the Contracting Party in the ITB, and consequently, proposes another candidate and the Contracting Party does not accept the counterproposal. [↑](#footnote-ref-23)
24. *The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.* [↑](#footnote-ref-24)
25. *Insert the date twenty-eight days after the expected Completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this Guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer may consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee.”* [↑](#footnote-ref-25)
26. *An amount is to be inserted by the Surety, representing the percentage of the Contract Price specified in the Contract Data, and denominated either in the currency(ies) of the Contract or in a freely convertible currency of type and amount acceptable to the Employer.* [↑](#footnote-ref-26)
27. *Date of Letter of Acceptance or Agreement.* [↑](#footnote-ref-27)
28. *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-28)
29. *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 may consider adding the following text to the form, at the end of the penultimate paragraph: “ We agree to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to us before the expiry of the guarantee.”* [↑](#footnote-ref-29)