STANDARD BIDDING DOCUMENTS

**Procurement of Works**

**Inter-American Development Bank**

**Washington, D.C.**

**January 2020**

**Revisions**

| **Version** | **Modification** | **Reason** |
| --- | --- | --- |
| June 2006 | First publication | First publication |
| August 2006 | Section I – Instruction to Bidder - Clause 3;  Section VII – General Condition of Contract – Clause 15.6 | Modification to the Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank in the paragraph 1.14 (GN-2349-7) |
| December 2010 | General Conditions of Contract | Incorporation of modifications agreed to with FIDIC and other MDBs. |
| 2011 | Section I Clause 3: Prohibited Practices; Clause 4: Eligible Bidders;  Bidding Form;  Section VII Clause 15.6: Prohibited Practices. | Modification to the Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank GN-2349-9. Modification of prohibited practices definitions and incorporation of cross debarment. |
| April 2019 | ITB, SCC, Forms, Section III | Additional stipulations are added regarding sexual exploitation and abuse and gender violence in accordance with the practices of the Multilateral Development Banks. The term “Contracting Agency” replaced with the term “Employer”.  Added provisions regarding Bid-Security Declaration in lieu of Bid Security, parts of the bid that are confidential and the form on the Disclosure of the Beneficial Ownership of the selected Bidder.  Texts use font *Times New Roman* in harmony with all other SBDs of the Bank.  The terms "Clause" and "Subclause" are replaced with "ITB" in the Instructions to Bidders reserving the use of those terms for the Conditions of Contract only.  Instructions and Forms for assessing qualifications added for bidding without prequalification or following prequalification to complement qualification requirements in Section III.  Preamble and examples of Bill of Quantities are reinstated.  Provisions on environmental, social and safety and health (ESHS) measures are added in the Instructions to Bidders, Forms and Special Conditions in harmony with the provisions of the Multilateral Development Banks in these matters.  The "Bidding Document" is so named instead of "Bidding Documents" in harmony with other SBDs.  In addition, the use of bold text is reduced, the word telex is eliminated due to obsolescence; the existence of the "Design and Construction" SBDs is mentioned; the word "seal" the envelopes is replaced by "closing" the envelopes by obsolescence and some texts are adjusted on the recommendation of the OII and LEG of the Bank. |
| January 2020 |  | 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 Conditions of Contract are replaced with the FIDIC Red Book 2017. Employer, Bidders, the Engineer and the selected Contractor shall obtain the General Conditions of Contract directly from FIDIC. The Bank added Particular Conditions of Contract modifying or complementing the General Conditions of Contract.  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 y 3.2, 30, 34, 39, 41, 42, 43, 44 45, 46 and 49.. Consequently, other Sections include the relevant adjustments and forms.  As in the other IFIs, IAO 38 is added to deal with bids frontally loaded. |

**Foreword**

This Standard Bidding Document for Procurement of Works has been updated and prepared by the Inter-American Development Bank (hereinafter referred to as “the Bank”) to be used for the procurement of admeasurement (unit price or rate) type of works in Request for Bids (RFB)[[1]](#footnote-1) through International Competitive Bidding (ICB) in projects that are financed in whole or in part by the Bank.

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.

This bidding document is not suitable for lump sum contracts without substantial changes to the method of payment and price adjustment, and to the Bill of Quantities, Schedules of Activities, and so forth.

This SBD uses condityions of contract of Works FIDIC Red Book 2017.

This SBD is mandatory for use in major works contracts (those estimated to cost more than US$10 million, including contingency allowance) unless the Bank agrees to the use of other Bank Standard Bidding Documents on a case-by-case basis. The Bank has also issued an SBD for Smaller Works Contracts, SBDs for Design & Build of Civil Works and D&B for Small Works.

The User's Guide for this SBD will be published separately when updated to the new conditions of contract and recent enhancements. The part of the Bill of Quantities in the User's Guide was placed within the Bidding Forms as a useful example for the preparation of the BOQ by the Employer.

The Bank has a limited license that allows referring to the General Conditions for Works FIDIC 2017 but cannot printout such Conditions. Therefore, the General Conditions cannot be published, and the Employer, the Engineer, Bidders and selected Contractor shall obtain the license directly from FIDIC.

Those wishing to submit comments or questions on this updated bidding document or to obtain additional information on procurement under Bank-financed projects are encouraged to contact:

Operations Financial Management and Procurement Services Office

Inter-American Development Bank

1300 New York Avenue, NW Washington, D.C. 20577 U.S.A.

[procurement@iadb.org](mailto:procurement@iadb.org)

**Bidding Document for the Procurement of Works**

*[insert identification of the Works]*

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

**Issued:** *[insert date]*

**ICB No:** *[insert ICB number]*

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

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

**Country***: [insert country name]*

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PART 1 – Bidding Procedures

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| Section I. Instructions to Bidders |

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| **Section I. Instructions to Bidders** | | | | | | |
|  | | A. General | | | |
| 1. Scope of Bid | | 1. In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, **as** indicated in Section II “Bid Data Sheet” (BDS), issues this bidding document for the procurement of Works as specified in Section VI, "Works Requirements." The name, identification, and number of lots (contracts) of theInternational Competitive Bidding (ICB) are provided in the BDS. 2. Throughout this bidding document: 3. the term “in writing” means communicated in written form (e.g. by mail, e-mail including, if specifiedin ITB 1.3, distributed or received through electronic-procurement system used by the Employer) with proof of receipt; 4. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; 5. “day” means calendar day; and 6. “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety. 7. If specified **in the BDS**, the Employer intents to use the electronic-procurement system indicated **in the BDS** to manage the aspects of this procurement process specified **in the BDS**[[2]](#footnote-2). | | | |
| 1. Source of Funds | | 1. The Borrower indicated **in the BDS** has applied for or received financing (hereinafter called “funds”) from the Inter-American Development Bank (hereinafter called “the Bank”) in an amount indicated **in the BDS** toward the cost of the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued. 2. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the “Loan Contract”) and will be subject in all respects to the terms and conditions of that Loan Contract. No party other than the Borrower shall derive any rights from the Loan Contract or have any claim to the funds. | | | |
| 1. 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[[3]](#footnote-3) 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) 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. | |
|  | | 1. 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, proposser, supplier and its representative or agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, discretionally, may take appropriate action against the applicant bidder, supplier and its agent or representative, contractor, consultant, personnel, sub-contractor, service provider or concessionaire. | |
|  | | 1. If the Borrower procures goods or services, works or consulting services directly from a specialized agency, all provisions regarding Prohibited Practices and to the correspondent sanctions shall apply in their entirety to applicants, bidders, proposers, suppliers and their representatives or agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and representatives or agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of suspended or debarred firms and individuals. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate. | |
|  | | 1. By submitting bids, bidders 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 | |
|  | | 1. 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). | |
| 1. Eligible Bidders | | 1. A Bidder, and all parties constituting the Bidder, shall be nationals from member countries of the Bank. Bidders from other countries shall be not eligible to participate in contracts intended to be financed in whole or in part from Bank loans. Section V of this document establishes the Bank’s member countries, as well as the criteria to determine the nationality of the Bidders and the country of origin of goods and services. The Bidders with the nationality of a Bank’s member country and the Works and Goods to be supplied under the Contract are not eligible if: 2. as a matter of law or official regulation, the Borrower’s Country prohibits commercial relations with that country; 3. 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. 4. A Bidder, included in all cases, the directors, key personnel, principal shareholders, proposed personnel and agents should not have conflicts of interest unless the conflict has been resolved in a manner acceptable to the Bank. 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: 5. directly or indirectly controls[[4]](#footnote-4) 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 6. receive or have received any direct or indirect subsidy from another Bidder; or, 7. have the same legal representative for purposes of this bidding process; or, 8. have a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or, 9. 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 10. or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as the Engineer for the Contract implementation; or, 11. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS in reference to ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or, 12. has a close[[5]](#footnote-5) family or financial relationship or past or future employment with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the bidding process and execution of the Contract. 13. A Bidder is not eligible whose subcontractors, suppliers, consultants, manufacturers or service providers that intervene in any part of the Contract (including, in all cases, the respective directors, key personnel, principal shareholders, proposed personnel and agents) are subject to a temporary suspension or disqualification imposed by the IDB, or a disqualification imposed by the IDB pursuant to an agreement for the recognition of disqualification decisions signed by the IDB and other development banks. The list of such ineligible firms and individuals is indicated **in the BDS.** 14. A firm that is a Bidder (either individually or as a Joint Venture, Consortium or Association (“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. 15. Government-owned entities in the Borrower’s Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer. 16. A Bidder shall not be under suspension from bidding by the Employer as a result of non-compliance with a Bid-Securing Declaration. 17. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. 18. This bidding is open only to prequalified Bidders. Nevertheless, exceptionally, with the prior approval of the Bank post-qualification might be used. | | |
|  | |
| 1. Eligible Materials, Equipment, and Services | | 1. All the Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank member country in accordance with Section V, “Eligible Countries,” except in the case indicated in ITB 4.1 (a) and (b). | | | |
|  | | B. Contents of Bidding Document | | | |
| 1. Sections of Bidding Document | | 1. The bidding document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.   **PART 1 Bidding Procedures**   * Section I. Instructions to Bidders (ITB) * Section II. Bid Data Sheet (BDS) * Section III. Evaluation Criteria and Qualification Criteria * Section IV. Bidding Forms * Section V. Eligible Countries   **PART 2 Works Requirements**   * Section VI. Works Requirements   **PART 3 Conditions of Contract and Contract Forms**   * Section VII. General Conditions (GC) * Section VIII. Particular Conditions (PC) * Section IX. Annex to the Particular Conditions Contract Form.  1. The Invitation for Bids issued by the Employer is not part of the bidding document. 2. The Employer is not responsible for the completeness of the bidding document and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids. 3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all information or documentation required by the bidding document may result in the rejection of the bid. | | | |
| 1. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting | | 1. A prospective Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2. 2. The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense. 3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. 4. The Bidder’s designated representative is invited to attend a pre-bid meeting, if provided **for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. 5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting. 6. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all who have acquired the bidding document in accordance with ITB 6.3. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. 7. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. | | | |
| 1. Amendment of Bidding Document | | 1. At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda. 2. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. 3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2. | | | |
|  | | C. Preparation of Bids | | | |
| 1. Cost of Bidding | | 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. | | | |
| 1. Language of Bid | | 1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. | | | |
| 1. Documents Comprising the Bid | | 1. The Bid shall comprise the following: 2. **Letter of Bid**; 3. **Schedules** including priced Bill of Quantities, completed in accordance with ITB 12 and 14; 4. **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19; 5. **Alternative Bids**, if permissible, in accordance with ITB 13; 6. **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; 7. **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted; 8. **Conformity:** Technical Proposal in accordance with ITB 16; and 9. any other document required **in the BDS**. 10. In addition to the requirements under ITB 11.1, bids submitted by a Joint Venture, Consortium or Association (JVCA) shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. | | | |
| 1. Letter of Bid and Schedules | | 1. The Letter of Bid and Schedules, including the Bill of Quantities*,* shall be prepared using the relevant form*s* furnished in Section IV, “Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. | | | |
| 1. Alternative Bids | | 1. Unless otherwise indicated in the BDS, alternative bids shall not be considered. 2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion. 3. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer’s design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder that submitted the lowest evaluated bid conforming to the basic technical requirements shall be considered by the Employer. 4. When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will beidentified in the BDS, as will the method for their evaluation, and described in Section VI, "Works Requirements." | | | |
| 1. Bid Prices and Discounts | | 1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below. 2. The price to be quoted in the Letter of Bid (item c), in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. 3. The Bidder shall quote any unconditional discounts separately and the methodology for their application in the Letter of Bid (item d), in accordance with ITB 12.1. 4. Unless otherwise provided **in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings. 5. If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are submitted and opened at the same time. 6. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder. | | | |
| 1. Currencies of Bid and Payment | | 1. The currency(cies) of the bid shall be*,* as specified in the BDS*.* 2. Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Summary of Payment Currency Schedule, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders. | | | |
| 1. Documents Comprising the Technical Proposal | | 1. The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, "Bidding Forms" in sufficient detail to demonstrate the adequacy of the Bidder’s proposal to meet the work requirements and the completion time. | | | |
| 1. Documents Establishing the Qualifications of the Bidder | | 1. To establish its qualifications to perform the Contract in accordance with Section III, "Evaluation and Qualification Criteria," the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, "Bidding Forms." | | | |
| 1. Period of Validity of Bids | | 1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. 2. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3. 3. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Contract Price without taking into consideration the above correction. | | | |
| 1. Bid Security | | 1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified in the BDS. 2. A Bid-Securing Declaration shall use the form included in Section IV, “Bidding Forms.” 3. If a Bid Security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee at the Bidder’s option, in any of the following forms: 4. an unconditional bank guarantee; 5. an irrevocable letter of credit; 6. a cashier’s or certified check; or 7. another security indicated in the BDS,   from a reputable source from an eligible country. If the bid security furnished by the Bidder is in the form of a bond issued by an insurance or bonding institution located outside the Employer’s Country, it shall have a correspondent financial institution located in the Employer’s Country to make it enforceable. The bid security shall be submitted either using the Bid Security Form included in Section IV, "Bidding Forms," in the case of a bank guarantee*,* or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.   1. If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive. 2. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security and if required **in the BDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 41. 3. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security, and if required **in the BDS**, the Environmental, Social, Health and Safety (ESHS) Performance. 4. The Bid Security may be forfeited, or the Bid-Securing Declaration executed: 5. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2 or 6. if the successful Bidder fails to:    1. sign the Contract in accordance with ITB 40; or    2. furnish a performance security in accordance with ITB 41. 7. The Bid Security or the Bid-Securing Declaration of a JVCA shall be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 11.2. 8. If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and:    1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or    2. if the successful Bidder fails to:    3. sign the Contract in accordance with ITB 40; or    4. furnish a Performance Security and, if required **in the BDS**, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 41,   the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Borrower for a period of time as stated in the BDS. | | | |
| 1. Format and Signing of Bid | | 1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail. 2. Bidders shall mark as “CONFIDENTIAL” all information in their Bids, which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. 3. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid. 4. In case the Bidder is a JVCA, the Bid shall be signed by an authorized representative of the JVCA on behalf of the JVCA, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. 5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid. | | | |
|  | | D. Submission and Opening of Bids | | | |
| 1. Sealing and Marking of Bids | | 1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “Original,” “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. 2. The inner and outer envelopes shall: 3. bear the name and address of the Bidder; 4. be addressed to the Employer in accordance with ITB 22.1; 5. bear the specific identification of this bidding process indicated in the BDS 1.1; and 6. bear a warning not to open before the time and date for bid opening. 7. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. | | | |
| 1. Deadline for Submission of Bids | | 1. Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS. 2. The Employer may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. | | | |
| 1. Late Bids | | 1. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder. | | | |
| 1. Withdrawal, Substitution, and Modification of Bids | | 1. A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice in accordance with ITB 21, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be: 2. prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and 3. received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22. 4. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders. 5. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid Form or any extension thereof. | | | |
| 1. Bid Opening | | 1. The Employer shall conduct the bid opening in public at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS. 2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. 3. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. 4. Next, envelopes marked “Modification” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further. 5. Next, all other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; the presence of a bid security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate. 6. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. If so requested by the Employer **in the BDS**, the Letter of Bid andtheBill of Quantitiesare to be initialed by representatives of the Employer attending bid opening in the manner indicated in the BDS. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1. 7. The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. | | | |
|  | | **E. Evaluation and Comparison of Bids** | | | |
| 1. Confidentiality | | 1. Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. 2. Any attempt by a Bidder to influence the Employer in the examination, evaluation, comparison and post-qualification of the bids or Contract award decisions may result in the rejection of its bid. 3. Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing. | | | |
| 1. Clarification of Bids | | 1. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder in respect to its bid that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31. 2. If a Bidder does not provide clarifications of its bid by the date and time set in the Employer’s request for clarification, its bid may be rejected. | | | |
| 1. Deviations, Reservations, and Omissions | | 1. During the evaluation of bids, the following definitions apply: 2. “*Deviation*” is a departure from the requirements specified in the bidding document; 3. “*Reservation*” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and 4. “*Omission*” is the failure to submit part or all of the information or documentation required in the bidding document. | | | |
| 1. Determination of Responsiveness | | 1. The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 11. 2. If a bid is not substantially responsive to the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. | | | |
|  | | 1. if accepted, would:    * + 1. affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or,        2. limits in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the Contract; or, 2. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. | | | |
|  | | 1. The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, "Works Requirements" have been met without any material deviation or reservation. | | | |
|  | | 1. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: | | | |
| 1. Nonmaterial Non-conformities | | 1. Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission. | | | |
|  | | 1. Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid. | | | |
|  | | 1. Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate. | | | |
| 1. Correction of Arithmetical Errors | | 1. Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:    * 1. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;      2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and      3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 2. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified. | | | |
| 1. Conversion to Single Currency | | 1. For evaluation and comparison purposes, the Employer shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency specified in the BDS, using the selling exchange rates established by the source and on the date specified **in the** **BDS.** | | | |
| 1. Margin of Preference | | 1. A margin of preference for domestic Bidders shall not apply. | | | |
| 1. Subcontractors | | 1. Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer. 2. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works. 3. The subcontractor’s qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as ‘Specialized Subcontractors’, in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications of the Bidder. | | | |
| 1. Evaluation of Bids | | 1. The Employer shall use the criteria and methodologies listed in this instruction. No other evaluation criteria or methodologies shall be permitted. 2. To evaluate a bid, the Employer shall consider the following: 3. the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork[[6]](#footnote-6)  items were priced competitively; 4. price adjustment for correction of arithmetic errors in accordance with ITB 31.1; 5. price adjustment due to discounts offered in accordance with ITB 14.4; 6. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32; 7. adjustment for nonconformities in accordance with ITB 30.3; 8. using Best and Final Offer in the evaluation of bids, if specified in BDS in reference to ITB 39.1; and 9. the evaluation factors indicated in Section III, "Evaluation and Qualification Criteria." 10. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation. 11. If this bidding document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, "Evaluation and Qualification Criteria." 12. If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, theEmployermay require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect theEmployeragainstfinancial loss in the event of default of the successful Bidder under the Contract. | | | |
| 1. Comparison of Bids | | 1. The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB 35.2. | | | |
| 1. Abnormally Low Bids | | 1. An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regard to the Bidder’s ability to perform the Contract for the offered Bid Price. 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 relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding document. 3. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid. | | | |
| 1. Unbalanced or Upfront Loaded Bids | | * 1. If the Bid that is evaluated as the lowest evaluated cost is, in the Employer’s opinion, seriously unbalanced or front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the Bidding document.   2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:  1. accept the Bid; or 2. require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or 3. reject the Bid. | | | |
| 1. Best 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 39.3 to ITB 39.6 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 44.2 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 21 to ITB 28 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 29 to ITB 38 and then shall proceed with ITB 40 and following instructions. | | | |
| 1. Qualification of the Bidder | | 1. The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, "Evaluation and Qualification Criteria." 2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17.1. 3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily. | | | |
| 1. Employer’s Right to Accept any Bid and to Reject any or all Bids | | 1. The Employer reserves the right to accept or reject any Bid, and to 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.[[7]](#footnote-7) | | | |
| 1. 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 46. 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. | | | |
| 1. 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, if applicable; 7. the expiry date of the Standstill Period; and 8. instructions on how to request a debriefing and/or submit a complaint during the standstill period. | | | |
|  | | F. Award of Contract | | | |
| 1. Award Criteria | | 1. Subject to ITB 41, the Employer shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be: 2. substantially responsive to the bidding document; and 3. the lowest evaluated cost. 4. 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 39.4. 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. 5. 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 39.5. 6. 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. | | | |
| 1. Notification of Award | | 1. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. 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 of the Contract, if applicable; 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*. 11. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract. | | | |
| 1. Debriefing by the Employer | | 46.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing 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.  46.2 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.  46.3 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.  46.4 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. | | | |
| 1. Signing of Contract | | 47.1 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.  47.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer. | | | |
| 1. Performance Security | | 48.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the Conditions of Contract, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section IX, “Annex to the Particular Conditions - Contract Forms,” or another form acceptable to the Employer. If any of the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country.  48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. | | | |
| 1. Procurement-Related Complints | | 49.1 The procedures for making a Procurement-related Complaint are as specified in the BDS. | | | |

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| Section II. Bid Data Sheet | |
| **A. Introduction** | |
| **ITB 1.1** | The reference number of the RFB is : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[Insert number of the RFB]***  The name of the Bidding is: ***[insert name of the bidding]***  ***[The following text is to be included and the corresponding information inserted only if the contract is to be bid simultaneously with other contracts on a “slice and package” basis. Otherwise omit.]***  The number and identification of lots (contracts)comprising this Bidding is:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert number and identification of lots (contracts)]*** |
| **ITB 1.1** | The Employer is: ***[insert name of the Employer]*** |
| **ITB 1.3** | 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 documents, submissions of Bids, opening of Bids]*** |
| **ITB 2.1** | The Borrower is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert name of the Borrower]*** |
| **ITB 2.1** | The amount of the Loan: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert amount of the Loan]*** |
| **ITB 2.1** | The name of the Project is: ***[insert name of the project]*** |
| ITB 4.3 | The Bank's website (www.iadb.org/integrity) provides information on companies and sanctioned persons. |
| ITB 4.4 | [***Delete if not applicable or, in case that a prequalification has taken place, if this limit was already established in the prequalification***]  Maximum number of members in the JVCA shall be: ***[insert a number]*** *\_\_\_\_\_\_\_* |
| **B. Bidding Document** | |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Employer’s address is:  ***[insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITB 23.1 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****]*  Electronic mail address: *[****insert email address, if applicable****]*  Requests for clarification should be received by the Employer no later than: ***[insert no. of days]*** before the deadline for bid submission.  The Employer shall respond to the request of clarifications until: ***[insert no. of days]*** before the deadline for bid submission.  ***[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.]*** |
| **ITB 7.4** | A Pre-Bid meeting \_\_\_\_\_\_\_\_\_\_\_ ***[insert “will” and insert the date, time and place information in the spaces provided below if a pre-Bid meeting will take place, taking into consideration that the meeting should take place no later than four weeks before the deadline for Bid submission. Otherwise, insert “will not” and insert “Not Applicable” in the spaces provided below for the date, time and place]***take place at the following date, time and place:  Date: \_\_\_\_\_\_\_\_\_ ***[insert date]***  Time: \_\_\_\_\_\_\_\_ ***[insert time]***  Place: \_\_\_\_\_\_\_\_ ***[insert place]***  A site visit conducted by the Employer\_\_\_\_\_\_\_\_\_\_\_ ***[insert “will be” or “will not be”****, as appropriate]* organized. |
| **C. Preparation of Bids** | |
| ITB 10.1 | The language of the Bid is: ***[insert “English” or” Spanish” or “French” or “Portuguese]****.*  All correspondence exchange shall be in \_\_\_\_\_\_\_\_\_\_\_\_ ***[insert language]*** language.  Language for translation of supporting documents and printed literature is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[Specify one language]****.* |
| **ITB 11.1 (h)** | The Bidder shall submit the following additional documents in its Bid: ***[list any additional document not already listed in ITB 11.1 that must be submitted with the Bid. The list of additional documents should include the following:]***  **Code of Conduct (ESHS)**  The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.  *[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII, "Works Requirements," e.g. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior and crime, and* maintaining *a safe environment etc.]*  In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.  The Contractor shall be required to implement the agreed Code of Conduct.  **Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks**  The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.  ***[Note:*** *insert name of plan and specific risk/s];*   * [*e.g. Traffic Management Plan to ensure safety of local communities from construction traffic*]; * [*e.g. Water Resource Protection Plan to prevent contamination of drinking water*]; * [*e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts*]; * [*e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];* * *[e.g. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan].*   The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 4.1, that includes the agreed Management Strategies and Implementation Plans described here.  *[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VII as advised by Environmental/Social specialist/s. The key risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.]* |
| **ITB 13.1** | Alternative bids ***[are] or [are not] \_\_\_\_\_\_\_\_\_\_\_***permitted. |
| ITB 13.2 | Alternative times for completion\_\_\_\_\_\_\_\_\_\_\_\_ permitted.  If alternative times for completion are permitted, the evaluation method will be as specified in Section III, "Evaluation and Qualification Criteria." |
| ITB 13.4 | Alternative technical solutions shall be permitted for the following parts of the Works: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, "Evaluation and Qualification Criteria." |
| **ITB 14.5** | ***[Price adjustment is mandatory for contracts expected to last more than 18 months. The following provision should be included and the required corresponding information inserted only if the prices quoted by the Bidder are not subject to price adjustment. Otherwise omit.]***  The prices quoted by the Bidder shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***[insert “fixed; consequently, the Bidder is not required to furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data”.]*** |
| **ITB 15.1** | The currency(ies) of the Bid and the payment currency(ies) shall be in accordance with Alternative \_\_\_\_\_\_\_\_\_ as described below:  **Alternative A: (Bidders to quote entirely in local currency):**  (a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Insert the name of the currency of the Employer’s country,]*** and further referred to as “the local currency”. A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Bid - Table C, the percentage(s) of the Bid Price (excluding Provisional Sums), needed by the Bidder for the payment of such foreign currency requirements, limited to no more than three foreign currencies.  (b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the Appendix to Bid - Table C, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Bidder.  **Alternative B: (Bidders allowed to quote in local and foreign currencies):**   * + 1. The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies – using Table: Alternative B in Section IV:   (i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Insert the name of the currency of the Employer’s country],*** and further referred to as “the local currency”; and  (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in up to any three foreign currencies. |
| **ITB 18.1** | The Bid validity period shall be \_\_\_\_\_\_\_***[insert a number of days that is a multiple of seven counting as of the deadline for Bid submission]*** days. |
| **ITB 19.1** | ***[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]***  A Bid Security \_\_\_\_\_\_\_\_\_\_***[insert “shall be” or “shall not be”*]** required.  A Bid-Securing Declaration \_\_\_\_\_\_\_\_\_\_\_ **[*insert “shall be” or “shall not be*”]** required.  If a Bid Security shall be required, the amount and currency of the Bid Security shall be  **[*If a Bid Security is required, insert amount and currency of the Bid Security. Otherwise insert “Not Applicable”.]******[In case of lots, please insert amount and currency of the Bid Security for each lot]***  ***Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Employer will determine for which lot or lots the Bid Security amount shall be applied.]*** |
| **ITB 19.3 (d)** | Other types of acceptable securities:  ***[Insert names of other acceptable securities. Insert “None” if no Bid Security is required under provision ITB 19.1 or if Bid Security is required but no other forms of Bid securities besides those listed in ITB 19.3 (a) through (c) are acceptable.]*** |
| **ITB 19.9** | ***[The following provision should be included and the required corresponding information inserted only if a Bid Security is not required under provision ITB 19.1 and the Employer wishes to declare the Bidder ineligible for a period of time should the Bidder perform any of the actions mentioned in provision ITB 19. 9 (a) or (b), Otherwise omit]***  If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of \_\_\_\_\_\_ ***[insert number of years]*** years. |
| **ITB 20.1** | In addition to the original of the Bid, the number of copies is: ***[insert***  ***number of copies]*** |
| **ITB 20.2** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: \_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert the form the written confirmation of authorization should consist of.]*** |
| **D. Submission and Opening of Bids** | |
| **ITB 22.1** | For **Bid submission purposes** only, the Employer’s address is: ***[This address may be the same as or different from that specified under provision ITB 7.1 for clarifications]***  Attention: *[****insert full name of person, if applicable]***  Street Address: *[****insert street address and number****]*  Floor/Room number: *[****insert floor and room number, if applicable****]*  City: [***insert name of city or town***]  ZIP 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. 1st of January 2020]***  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 23.2*]**  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. 1st of January 2020]***  Time: *[****insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.****]* |
| **ITB 25.1** | The Bid opening (and read out of withdrawls, substitutions or modifications, if any) shall take place at: *[insert the corresponding information as required below]*  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. 1st of January 2020 ]***  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]***  ***[The following provision should be included and the required corresponding information inserted only if Bidders have the option of submitting their Bids electronically. Otherwise omit.]***  The electronic Bid opening procedures shall be: ***[insert a description of the electronic Bid opening procedures.]*** |
| **ITB 25.6** | The Letter of Bid and priced Bills of Quantities \_\_\_\_\_\_\_\_\_\_\_\_\_ ***[insert “shall” or “shall not”]*** be initialed by representatives of the Employer attending Bid opening.  If initialization is required, it shall be conducted as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[if “shall” is inserted above, insert a description of the manner in which the Letter of Bid and Bill of Quantities are to be initialed, e.g., pages (all or some) to be initialed and number of Employer representatives attending Bid opening that shall initial the Letter of Bid and Bill of Quantities. Otherwise insert “Not Applicable”.]*** |
| **E. Evaluation, and Comparison of Bids** | |
| **ITB 32.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: \_\_\_\_\_\_\_\_\_\_\_\_*[****insert name of currency]***  The date for the exchange rate shall be*:\_\_\_\_\_\_\_* ***[insert day, month and year, e.g. 1st of January, 2020 not earlier than 28 days prior to the deadline for submission of the Bids, nor later than the original date for the expiry of Bid validity period].*** |
| **ITB 34.1** | At this time the Employer *\_\_\_\_\_\_\_\_\_\_\_\_\_****[insert “intends” or “does not intend”]*** to execute certain specific parts of the Works by subcontractors selected in advance. |
| **ITB 34.2** | Bidders’s proposed subcontracting: Maximum percentage of subcontracting permitted is: *\_\_\_\_\_\_\_% of the total contract amount or \_\_\_\_\_\_\_% of the volume of work\_\_\_\_\_\_\_\_\_\_\_\_\_.*  Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the Subcontractors and their qualification and experience. |
| **ITB 34.3** | *[Indicate N/A if there are no parts of the Works requiring Specialized Subcontractors or if this item was considered in a Prequalification]*  The parts of the Works for which the Employer permits Applicants to propose Specialized Subcontractors are designated as follows:   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **ITB 39.1**  **BAFO** | [***Delete if not applicable***]  The evaluation will use the Best and Final Offer (BAFO) method. |
| **ITB 39.2**  **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 39.4**  **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*].  or  If Negotiations are used, the Independent Probity Assurance Authority shall be: [*indicate: name and address*]. |
| **ITB 39.5 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 39.5**  **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 39.5**  **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****]* |
| **F. Award of Contract** | |
| **ITB 46.1**  **Beneficial Ownership** | The successful Bidder **[*shall] or [shall not]*** submit the Beneficial Ownership Disclosure Form. |
| **ITB 48.1 and 48.2**  **ESHS Performance Security** | ***[Delete the following if not applicable]***  The successful Bidder shall be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security.  ***[Note: The ESHS Performance Security shall normally be required where ESHS risks are significant.]*** |
| **ITB 49.1 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. Evaluation and Qualification Criteria  *(Following Prequalification)* |

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, "Bidding Forms."

**1. Evaluation**

In addition to the criteria listed in ITB 34.2 (a) – (e) the following criteria shall apply:

**1.1** **Assessment of adequacy of Technical Proposal with Requirements**

* 1. **Alternative Completion Times**, if permitted under ITB 13.2, will be evaluated as follows: ……………………………………………………………………………………………………………………………………………………………………
  2. **Technical alternatives**, if permitted under ITB 13.4, will be evaluated as follows: ……………………………………………………………………………………………………………………………………………………………………
  3. **Best and Final Offer (ITB 39)**

After determining among the Bids that substantially meet the requirements and examining any Abnormally Low Bid (pursuant to ITB 37), the Employer will invite Bidders to submit the Best and Final Offer in accordance with ITB 39.1 if so indicated in the BDSs in reference to ITB 39.1, using only the following requirements: \_\_\_\_\_\_\_\_\_\_\_\_ [*indicate requirements such as price, type of clarifications or modifications, additional information, social, environmental, innovative or cybersecurity aspects*].

**2. Qualification**

**2.1 Update of Information**

The Bidder shall continue to meet the criteria used at the time of prequalification.

**2.2 Financial Resources**

Using the relevant Forms, No … and No… in Section IV, "Bidding Forms," the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement:

…………………………………………………………………………………

and

(ii) the overall cash flow requirements for this contract and its current Works commitment.

**2.3 Personnel**

**Contractor’s Representative and** **Key Personnel**

[***Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract****.]*

The Bidder must demonstrate that it will have a suitably qualified Contractor’s Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the table below.

The Bidder shall provide details of the Contractor’s Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, "Bidding Forms."

The Contractor shall require the Employer’s consent to substitute or replace the Contractor’s Representative (reference General Conditions of Contract Sub Clause 4.3) and any of the Key Personnel (reference the Particular Conditions of Contract Sub-Clause 1.1.48).

**Contractor’s Representative and** **Key Personnel**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Position/specialization** | **Relevant academic qualifications** | **Minimum years of relevant work experience** |
| 1 | Contractor’s Representative |  |  |
| 2 | … |  |  |
| **Suitable experts in the following specializations** | | | |
| 3 | [*Environmental*] | e.g. degree in relevant environmental subject | e.g. *[years]* working on road projects in similar work environments |
| 4 | [*Health and Safety*] |  |  |
| 5 | [*Social*] |  | e.g. [*years*] of monitoring and managing risks related to GBV/ SEA |
| 6 | [*add others as appropriate*] |  |  |

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

**2.4 Equipment**

The Bidder must demonstrate that it has the key equipment listed hereafter:

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

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

|  |
| --- |
| Section III. *Evaluation and Qualification Criteria*  *(Without Prequalification)* |

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 to ITB 40, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, "Bidding Forms."

**1. Evaluation**

In addition to the criteria listed in ITB 34.2 (a) – (e) the following criteria shall apply:

**1.1** **Assessment of adequacy of Technical Proposal with Requirements**

* 1. **Alternative Completion Times**, (if permitted under ITB 13.2, will be evaluated as follows: ………………………………………………………………………………………………………………………………………………………………………………
  2. **Technical alternatives**, if permitted under ITB 13.4, will be evaluated as follows: ………………………………………………………………………………………………………………………………………………………………………………
  3. **Best and Final Offer (ITB 39)**

After determining among the Bids that substantially meet the requirements and examining any Abnormally Low Bid (pursuant to ITB 37), the Employer will invite Bidders to submit the Best and Final Offer in accordance with ITB 39.1 if so indicated in the BDS in reference to ITB 39.1, using only the following requirements: \_\_\_\_\_\_\_\_\_\_\_\_ [*indicate requirements such as price, type of clarifications or modifications, additional information, social, environmental, innovative or cybersecurity aspects*].

**2. Qualification**

| **Eligibility and Qualification Criteria** | | | | **Compliance Requirements** | | | | **Documentation** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject** | **Requirement** | | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All Members Combined** | **Each Member** | **One Member** |
| **1. Eligibility** | | | | | | | | |
| **1.1** | **Nationality** | Nationality in accordance with ITB 4.1 | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| **1.2** | **Conflict of Interest** | No conflicts of interest in accordance with ITB 4.2 | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| **1.3** | **Bank Eligibility** | Not be on the list of parties sanctioned by the Bank, in accordance with  ITB 4.3. | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| **1.4** | **State- owned Enterprise or Institution of the Borrower country** | Meets conditions of ITB 4.5 | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| **1.5** | **United Nations resolution or Borrower’s country law** | Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.1 and Section V. | | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| **2. Historical Contract Non-Performance** | | | | | | | | |
| **2.1** | **History of Non-Performing Contracts** | | Non-performance of a contract[[8]](#footnote-8) did not occur as a result of contractor default since 1st January [*insert year]*. | Must meet requirement | Must meet requirements | Must meet requirement[[9]](#footnote-9) | N/A | Form CON-2 |
| **2.2** | **Suspension Based on Execution of Bid-Securing Declaration by the Employer** | | Not under suspension based on-execution of a Bid-Securing Declaration pursuant to ITB 4.7 and ITB 19.9 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| **2.3** | **Pending Litigation** | | Bid’s financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder | Must meet requirement | N/A | Must meet requirement | N/A | Form CON – 2 |
| **2.4** | **Litigation History** | | No consistent history of court/arbitral award decisions against the Bidder[[10]](#footnote-10) since 1st January *[insert year]* | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 |
| **2.5** | **Declaration: Environmental Social, Health, and Safety (ESHS) past performance** | | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), or health or safety requirements or safeguard in the past five years.[[11]](#footnote-11) | Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Form CON-3 ESHS Performance Declaration |
| **3. Financial Situation and Performance** | | | | | | | | |
| **3.1** | **Financial Capabilities** | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as USD $ *[insert amount]* for the subject contract(s) net of the Bidder’s other commitments  (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.  (iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last *[insert number of years]* years shall be submitted and must demonstrate the current soundness of the Bidder’s financial position and indicate its prospective long-term profitability. | | Must meet requirement  Must meet requirement  Must meet requirement | Must meet requirement  Must meet requirement  N/A | N/A  N/A  Must meet requirement | N/A  N/A  N/A | Form FIN – 3.1, with attachments |
| **3.2** | **Average Annual Construction Turnover** | Minimum average annual construction turnover of US$ *[insert amount]*, calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year]* years, divided by *[insert number of years]* years | | Must meet requirement | Must meet requirement | Must meet *[insert number]* %, *[insert percentage in words]* of the requirement | Must meet *[insert number]* %, *[insert percentage in words]* of the requirement | Form FIN – 3.2 |
| **4. Experience** | | | | | | | | |
| **4.1 (a)** | **General Construction Experience** | Experience under construction contracts in the role of prime contractor, JVCA member, sub-contractor, or management contractor for at least the last *[insert number of years]* years, starting 1st January *[insert year]*. | | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP – 4.1 |
| **4.2 (a)** | **Specific Construction & Contract Management Experience** | (i) A minimum number of *[state the number]* similar contracts specified below that have been satisfactorily and substantially[[12]](#footnote-12) completed as a prime contractor, joint venture member[[13]](#footnote-13), management contractor or sub-contractor between 1st January [insert year] and bid submission deadline:  (i) N contracts, each of minimum value V;  Or  (ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V; [insert values of N & V, delete (ii) above if not applicable].  [*In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITB 35.4]*  The similarity of the contracts shall be based on the following: [*Based on Section VII, "Works Requirement," specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITB 34.3]* | | Must meet requirement | Must meet requirement[[14]](#footnote-14) | N/A | Must meet the following requirements for the key activities listed below [list key activities and the corresponding minimum requirements to be met by one member otherwise state: ”N/A”] | Form EXP 4.2(a) |
|  |
| **4.2 (b)** |  | For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January *[insert year]* and Application submission deadline, a minimum construction experience in the following key activities successfully completed[[15]](#footnote-15): *[list key activities indicating volume, number or rate of production as applicable.*  *Under 4.2(a), specified requirements define similarity of contracts, whereas the key activities or production rates to be specified under 4.2 (b) define the required capability of the Bidder to execute the Works. There shall not be any inconsistency or repetition of requirement between 4.2(a) and 4.2(b). For the rate of production, specify that the rate of production shall be on the basis of either the average during the entire specified period OR the rate of annual production in any 12-month period in the specified period****]****[[16]](#footnote-16)* | | Must meet requirements  *[Specify activities that may be met through a specialized subcontractor, if permitted in accordance with ITB 34.3]* | Must meet requirements [*Specify activities that may be met through a Specialized Subcontractor, if permitted in accordance with ITB 34.3****]*** | N/A | Must meet the following requirements for key activities listed below *[****if applicable, out of the key activities in the first column of this 4.2 (b),*** *list key activities (volume, number or rate of production as applicable) and the corresponding minimum requirements that have to be met by one member,* ***otherwise this cell should state: “N/A”.]*** | Form EXP – 4.2 (b) |

***Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under Sub-Factors 3.1, 3.2, 4.2(a) and 4.2(b)]***

**2.5 Contractor’s Representative and** **Key Personnel**

[***Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract****.]*

The Bidder must demonstrate that it will have a suitably qualified Contractor’s Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the table below.

The Bidder shall provide details of the Contractor’s Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, "Bidding Forms."

The Contractor shall require the Employer’s consent to substitute or replace the Contractor’s Representative (reference General Conditions of Contract Sub-Clause 4.3) and any of the Key Personnel (reference the Particular Conditions of Contract Sub-Clause 1.1.48).

**Contractor’s Representative and** **Key Personnel**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Position/specialization** | **Relevant academic qualifications** | **Minimum years of relevant work experience** |
| 1 | Contractor’s Representative |  |  |
| 2 | … |  |  |
| **Suitable experts in the following specializations** | | | |
| 3 | [*Environmental*] | e.g. degree in relevant environmental subject | e.g. *[years]* working on road projects in similar work environments |
| 4 | [*Health and Safety*] |  |  |
| 5 | [*Social*] |  | e.g. [*years*] of monitoring and managing risks related to GBV/ SEA |
| 6 | [*add others as appropriate*] |  |  |

The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, "Bidding Forms."

**2.6 Equipment**

The Bidder must demonstrate that it has the key equipment listed hereafter:

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

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

|  |
| --- |
| Section IV. Bidding Forms |

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|  |
| --- |
| Letter of Bid |

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

Date:

ICB No.:

Invitation for Bid No.:

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

We, the undersigned, declare that:

1. **No reservations**: We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8) ;
2. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4; and in case of detecting that any of the named parties are in any conflict of interest, we will notify this circumstance in writing to the Employer, either during the selection process, the negotiations or the execution of the Contract;
3. **Conformity:** We offer to execute in conformity with the bidding document the following Works:

;

1. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing or Proposal-Securing Declaration in the Employer’s Country in accordance with ITB 4.7;
2. **Bid Price:** The total price of our Bid, excluding any discounts offered in item (d) below is:

;

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

;

1. **Bid Validity Period**: Our bid shall be valid for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security:** If our bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
3. **One Bid per Bidder:** Weare not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
4. **Suspension or debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by IDB or a debarment imposed by IDB in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the IDB and other development banks.
5. Further, we are not ineligible under the Employer’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
6. **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];[[17]](#footnote-17)*
7. **Cooperation**: We will use our *best* efforts to assist the Bank in any investigation.
8. **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 the commission of these practices as described in this RFB and we are obliged to observe the relevant rules. In addition, we undertake 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) recognize that failure to comply with any of these statements constitutes the basis for the imposition by the Bank of one or more of the measures described in the ITB 3.1.

Our company, its parent, 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):

(i) We have not been declared ineligible by the Bank, or by another 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 these; y

(ii) We have not incurred any Prohibited Practice and have taken the necessary measures to ensure that no person acting on our behalf or on our behalf participates in Prohibited Practices.

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

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

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

1. **Best Final Offer or Negotiations**: We understand that the Employer will use the Best Final Offer (BAFO) method in the evaluation of Bids (may be with the presence of an Independent Probity Assurance Authority agreed with the Bank) if specified in BDS in reference to ITB 39.1, or Negotiations (with the presence of an Independent Probity Assurance Authority agreed with the Bank) for final Contract award if specified by BDS in reference to ITB 39.2 and that the Independent Probity Assurance Authority will be hired by the Employer to observe and report on this process.
2. **Beneficial Ownership Form:** *[Applies in the event that the Bidder must provide the Form]*. We understand that in the event that our offer is accepted we will be providing the information required in the Beneficial Ownership Disclosure Form or, if applicable, we will indicate the reasons why it is not possible to provide the required information. The Borrower will publish the Beneficial Ownership Disclosure Form as part of the Notification of the Award of the Contract, for which we express our authorization.
3. **Binding Contract:** We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
4. **Not bound to accept**: We understand that the Employer is not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name In the capacity of \_

Signed

Duly authorized to sign the bid for and on behalf of

Dated on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

|  |
| --- |
| Appendix to Bid |

###### Schedule of Adjustment Data

[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, if so specified in ITB 15.1, (b) indicate its proposed source and base values of price adjustment indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

# Table A. Local Currency

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Index code\*** | **Index description\*** | **Source of index\*** | **Base value**  **and date\*** | **Bidder’s**  **related currency amount** | **Bidder’s**  **proposed**  **weighting** |
|  | Nonadjustable | — | — | — | A: \*  B:  C:  D:  E: |
|  |  |  | **Total** |  | **1.00** |

[\* To be entered by the Employer]

# Table B. Foreign Currency

**Specify currency:** ....................... [If in accordance with ITB 15 the Bidder wishes to or is required to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

| **Index code** | **Index description** | **Source of index** | **Base value and date** | **Bidder’s related source currency in type/amount** | **Equivalent in FC1** | **Bidder’s proposed weighting** |
| --- | --- | --- | --- | --- | --- | --- |
|  | Nonadjustable | **—** | **—** | **—** |  | **A: \***  **B:**  **C:**  **D:**  **E:** |
|  |  |  |  | **Total** |  | **1.00** |

[\* To be entered by the Employer. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]]

# Table C. Summary of Payment Currencies

For ………………………..[insert name of Section of the Works]

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of payment currency** | **A**  **Amount of currency** | **B**  **Rate of exchange**  **(Units of local currency per unit of foreign currency)** | **C**  **Local currency equivalent**  **C = A x B** | **D**  **Percentage of  Net Bid Price (NBP)**  **100xC**  **NBP** |
| **Local currency** |  | **1.00** |  |  |
| **Foreign currency #1** |  |  |  |  |
| **Foreign currency #2** |  |  |  |  |
| **Foreign currency #** |  |  |  |  |
| **Net Bid Price** |  |  |  | **100.00** |
| **Provisional sums expressed in local currency** | [To be entered by the Employer] |  | [To be entered by the Employer] |  |
| **BID PRICE** |  |  |  |  |

# TABLE ALTERNATIVE B

***To be used only with Alternative B Prices directly quoted in the currencies of payment.*** *(ITB 15.1)*

Summary of currencies of the Bid for \_\_\_\_\_\_\_\_\_\_\_ *[insert name of Section of the Works]*

|  |  |
| --- | --- |
| *Name of currency* | *Amounts payable* |
| Local currency: |  |
| Foreign currency #1: |  |
| Foreign currency #2: |  |
| Foreign currency #3: |  |
| Provisional sums expressed in local currency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | *[To be entered by the Employer]* |

|  |
| --- |
| Bill of Quantities |

###### Notes for Preparing a Bill of Quantities

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

**Objectives**

The objectives of the Bill of Quantities are

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

(b) when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

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

**Content**

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

(a) Preamble;

(b) Work Items (grouped into parts);

(c) Daywork Schedule; and

(d) Summary.

**Preamble**

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

**Rock**

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

**Work Items**

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

**Quantities**

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

**Units of Measurement**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Unit** | **Abbreviation** | **Unit** | **Abbreviation** |
| cubic meter  hectare  hour  kilogram  lump sum  meter  metric ton  (1,000 kg) | m3 *or* cu m  ha  h  kg  sum  m  t | millimeter  month  number  square meter  square millimeter  week | mm  mon  nr  m2 *or* sq m  mm2 *or* sq mm  wk |

**Ground and Excavation Levels**

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

**Daywork Schedule**

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

(a) a list of the various classes of labour, materials, and Contractor’s Equipment for which basic Daywork rates or prices are to be inserted by the bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a Daywork basis; and

(b) a percentage to be entered by the bidder against each basic Daywork Subtotal amount for labour, materials, and Plant representing the Contractor’s profit, overheads, supervision, and other charges.

**Provisional Quantities and Sums**

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

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

**Summary**

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

###### Sample Bill of Quantities

# A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.

7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions.

8. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.[[18]](#footnote-18)

# B. Work Items

1. The Bill of Quantities usually contains the following part Bills, which have been grouped according to the nature or timing of the work:

Bill No. 1—General Items;

Bill No. 2—Earthworks;

Bill No. 3—Culverts and Bridges;

Bill No. 4—etc., as required;

Daywork Schedule; and

Summary Bill of Quantities.

2. If BDS-ITB 15.1 (a) applies, Bidders shall price the Bill of Quantities in local currency only and shall indicate in the Appendix to Bid the percentage expected for payment in foreign currency or currencies. If BDS-ITB 15.1 (b) applies Bidders shall price the Bill of Quantities in the applicable currency or currencies.

***[Note to the Employer: The tables in BOQ must be prepared in accordance with the currency alternative retained in BDS – ITB 15.1.]***

**Bill of Quantities**

Bill No. 1: General Items

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
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| Total for Bill No. 1  (carried forward to Summary, p. ) | | | | |  |

Bill No. 2: Earthworks

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
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| Total for Bill No. 2  (carried forward to Summary, p. ) | | | | |  |

Bill No. 3: Culverts and Bridges

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
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| Total for Bill No. 3  (carried forward to Summary, p. ) | | | | |  |

# Daywork Schedule

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

*(i) A “Daywork Schedule” is commonly found in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among bidders, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included at all in the bidding document, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Bid Summary in order to make the basic Schedule of Daywork Rates competitive.*

*(ii) The total amount assigned to such competitive daywork is normally 3–5 percent of the estimated base Contract Price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer.]*

**General**

1. Reference should be made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

**Daywork Labour**

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labour,** together with an additional percentage payment on basic rates representing the Contractor’s profit, overheads, etc., as described below:

(a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with *[country of Borrower]* law. The basic rates will be payable in local currency only.

(b) The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor’s profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor’s staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:

(i) foreign: percent (to be stated by bidder).[[19]](#footnote-19)

(ii) local: percent (to be stated by bidder).

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

*This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor’s overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly*.]

**Daywork Materials**

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials,** together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

(a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.

(b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:

(i) foreign: percent (to be stated by the bidder);[[20]](#footnote-20)

(ii) local: percent (to be stated by the bidder);

(c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

**Daywork Contractor’s Equipment**

5. The Contractor shall be entitled to payments in respect of Contractor’s Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor’s Equipment.** Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. [***Note to the Employer****: This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials*.] The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour. *[****Note to the Employer****: An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor’s Equipment. The last sentence of this paragraph 5 should then be modified accordingly.]*

6. In calculating the payment due to the Contractor for Contractor’s Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor’s Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

7. The basic rental rates for Contractor’s Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:

(a) foreign: percent (to be stated by the bidder).[[21]](#footnote-21)

(b) local: percent (to be stated by the bidder).

Schedule of Daywork Rates: 1. Labour

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
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|  | Subtotal | | | |  |
| D122 | Allow percenta of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 3 (b) above. | | |  |  |
|  |  |  |  |  |  |
|  | Total for Daywork: Labour  (carried forward to Daywork Summary, p. ) | | | |  |
| a. To be entered by the Bidder. | | | | | |

Schedule of Daywork Rates: 2. Materials

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
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|  | Subtotal | | | |  |
|  | Allow percent of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 4 (b) above. | | |  |  |
|  |  |  |  |  |  |
|  | Total for Daywork: Materials  (carried forward to Daywork Summary, p. ) | | | |  |
| a. To be entered by the Bidder. | | | | | |

Schedule of Daywork Rates: 3. Contractor’s Equipment

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Nominal quantity (hours)* | *Basic hourly rental rate* | *Extended amount* | |
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|  | Allow percenta of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 5 above. |  |  |  |
|  |  |  |  |  |
| Total for Daywork: Contractor’s Equipment  (carried forward to Daywork Summary, p. ) | | | |  | |

a. To be entered by the Bidder.

Daywork Summary

|  |  |  |
| --- | --- | --- |
|  | *Amount*a  *( )* | *% Foreign* |
| 1. Total for Daywork: Labour |  |  |
| 2. Total for Daywork: Materials |  |  |
| 3. Total for Daywork: Contractor’s Equipment |  |  |
| Total for Daywork (Provisional Sum)  (carried forward to Bid Summary, p. ) |  |  |
| a. The Employer should insert local currency unit. | | |

Summary of Specified Provisional Sums

in the Bill of Quantities

|  |  |  |  |
| --- | --- | --- | --- |
| *Bill no.* | *Item no.* | *Description* | *Amount* |
| 1 |  |  |  |
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| 4 |  |  |  |
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|  |  | [*To be entered by the Employer; Delete if not applicable:]* provisional sums for additional ESHS outcomes. |  |
|  |  | [*To be entered by the Employer; Delete if not applicable:]* Provisional sum for sexual exploitation and abuse (SEA) / gender-based violence (GBV) awareness and sensitization training. |  |
| etc. |  |  |  |
|  |  |  |  |
| Total for Specified Provisional Sums  (carried forward to Grand Summary (B), p. ) | | |  |

# Grand Summary

Contract Name:

Contract No.:

|  |  |  |
| --- | --- | --- |
| *General Summary* | *Page* | *Amount* |
| Bill No. 1: |  |  |
| Bill No. 2: |  |  |
| Bill No. 3: |  |  |
| *—etc.—* |  |  |
| *Subtotal of Bills* | *(A)* |  |
| *Total for Daywork (Provisional Sum) \** | *(B)* |  |
| *Specified Provisional Sums not included in subtotal of billsii* | *(C)* | *[sum]* |
| *Total of Bills Plus Provisional Sums (A + B + C) i* | *(D)* |  |
| *Add Provisional Sum for Contingency Allowance (if any) ii* | *(E)* | *[sum]* |
| *Bid Price (D + E) (Carried forward to Letter of Bid)* | *(F)* |  |
|  |  |  |
| (i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with +Clause 13.5 of the General Conditions.  (ii) To be entered by the Employer.  \* For evaluation purposes, Provisional Sum, other than Daywork will be excluded | | |
|  | | |

|  |
| --- |
| Qualifications and Technical Proposal |

[Site Organization 85](#_Toc9007971)

[Method Statement 86](#_Toc9007972)

[Mobilization Schedule 87](#_Toc9007973)

[Construction Schedule 88](#_Toc9007974)

[ESHS Management Strategies and Implementation Plans 89](#_Toc9007975)

[Code of Conduct: Environmental, Social, Health and Safety (ESHS) 90](#_Toc9007976)

[Form AR Anticipated Risks 91](#_Toc9007977)

[Equipment 92](#_Toc9007978)

[Personnel 93](#_Toc9007979)

[Contracts, Financial Resources and ESHS 95](#_Toc9007980)

[Bidders Qualification Without Prequalification 99](#_Toc9007981)

[Bidders Qualification following Prequalification 114](#_Toc9007982)

[Form of Bid Security 125](#_Toc9007983)

Site Organization

Bidders shall give below full particulars of the organization they propose to establish, direct, and administer the performance of the Contract. In particular, Bidders shall indicate the location of site camps and the resources they intend to allocate to Self-Control Units for planning and monitoring purposes.

**1. SITE ORGANIZATION CHART**

**2. NARRATIVE DESCRIPTION OF SITE ORGANISATION CHART**

Method Statement

*[insert Method Statement]*

Mobilization Schedule

*[insert Mobilization Schedule]*

Construction Schedule

*[insert Construction Schedule]*

ESHS Management Strategies and Implementation Plans

*[insert ESHS-MSIP]*

#### The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

#### In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

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

*[insert Code of Conduct]*

#### The Bidder shall submit the Code of Conduct that will apply to the Contractor’s employees and subcontractors as required by ITB 11.1 (h) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Section VII, "Works Requirements."

#### In addition, the Bidder shall submit an outline of 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.

Form AR Anticipated Risks

*[insert Risk Register]*

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

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

Equipment

###### 

###### Form EQU

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, "Evaluation and Qualification Criteria." A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

|  |  |  |
| --- | --- | --- |
| Item of equipment | | |
| Equipment information | Name of manufacturer | Model and power rating |
|  | Capacity | Year of manufacture |
| Current status | Current location | |
|  | Details of current commitments | |
|  |  | |
| Source | Indicate source of the equipment  o Owned o Rented o Leased o Specially manufactured | |

Omit the following information for equipment owned by the Bidder.

|  |  |  |
| --- | --- | --- |
| Owner | Name of owner | |
|  | Address of owner | |
|  |  | |
|  | Telephone | Contact name and title |
| Agreements | Details of rental / lease / manufacture agreements specific to the project | |
|  |  | |
|  |  | |

|  |
| --- |
| Personnel |

###### Form PER -1

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

|  |  |
| --- | --- |
| **1.** | **Title of position\*** |
|  | **Name** |
| **2.** | **Title of position\*** |
|  | **Name** |
| **3.** | **Title of position\*** |
|  | **Name** |
| **4.** | **Title of position\*** |
|  | **Name** |

\*As listed in Section III.

###### Form PER-2

Resume of Proposed Personnel

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

|  |  |  |
| --- | --- | --- |
| **Position** | | |
| **Personal information** | **Name**  **Nationality** | **Date of birth** |
|  | **Professional qualifications** | |
| **Present Work** | **Name of Employer**  **Type of employment** | |
|  | **Address of Employer** | |
|  | **Telephone** | **Contact (manager / personnel officer)** |
|  |  | **E-mail** |
|  | **Present job title** | **Years with present Employer** |

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Contract.

| **From** | **To** | **Company / Project / Contract / Position / Relevant technical and management experience** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |

Contracts, Financial Resources and ESHS

###### Form CCC

**Current Contract Commitments / Works in Progress**

Bidders and each partner to a JVCA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of contract | Employer, contact address/tel | Value of outstanding work (current US$ equivalent) | Estimated completion date | Average monthly invoicing over last six months (US$/month) |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |
| etc. |  |  |  |  |

###### Form FIN-1

**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III, "Evaluation and Qualification Criteria."

|  |  |
| --- | --- |
| Source of financing | Amount (US$ equivalent) |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

###### Form CON – 3

Environmental, Social, Health, and Safety Performance Declaration

*[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Specialized Subcontractor’s Name: *[insert* *full name]*RFB No. and title: *[insert bidding number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |
| --- | --- | --- | --- |
| **Environmental, Social, Health, and Safety Performance Declaration**  in accordance with Section III, "Qualification Criteria," and "Requirements" | | | |
| 🞎 **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, "Qualification Criteria", and Requirements, Sub-Factor 2.5.  🞎 **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, "Qualification Criteria," and Requirements, Sub-Factor 2.5. Details are described below: | | | |
| **Year** | **Suspended or terminated portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s) e.g. for GBV/ SEA breaches]* | *[insert amount]* |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: [insert street/city/country]  Reason(s) for suspension or termination: [indicate main reason(s)] | *[insert amount]* |
| *…* | *…* | *[list all applicable contracts]* | *…* |
| **Performance Security called by an employer(s) for reasons related to ESHS performance** | | | |
| Year | Contract Identification | | **Total Contract** **Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for calling of performance security: *[indicate main reason(s) e.g. for GBV/ SEA breaches]* | | *[insert amount]* |

Bidders Qualification Without Prequalification

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

###### Form ELI -1.1

Bidder Information Form

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
Page *\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |
| --- |
| Bidder's name |
| In case of Joint Venture (JVCA), name of each member: |
| Bidder's actual or intended country of registration:  *[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address [in country of registration]: |
| Bidder's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Telephone number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.  🞎 In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITB 11.2  🞎 In case of government-owned enterprise or institution, in accordance with ITB 4.5, documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Employer   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS in reference to ITB 40.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

###### Form ELI -1.2

Bidder's JVCA Information Form  
(to be completed for each member of Bidder’s JVCA)

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* of *\_\_\_\_\_\_\_\_\_\_\_\_* pages

|  |
| --- |
| Bidder’s JVCA name: |
| JVCA member’s name: |
| JVCA member’s country of registration: |
| JVCA member’s year of constitution: |
| JVCA member’s legal address in country of constitution: |
| JVCA member’s authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.5.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS in reference to ITB 40.1, the successful Bidder shall provide additional information on beneficial ownership for each JVCA member using the Beneficial Ownership Disclosure Form.]* |

###### Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JVCA Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

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

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

###### Form FIN – 3.1

**Financial Situation and Performance**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JVCA Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

**1. Financial data**

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

\*Refer to ITB 15 for the exchange rate

**2. Sources of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of finance** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

**2. Financial documents**

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

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

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

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

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

🞎 Attached are copies of financial statements[[22]](#footnote-22) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

###### Form FIN – 3.2

**Average Annual Construction Turnover**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JVCA Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

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

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

###### Form FIN – 3.3

**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

|  |  |  |
| --- | --- | --- |
| **Financial Resources** | | |
| **No.** | **Source of financing** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

###### Form FIN – 3.4

**Current Contract Commitments / Works in Progress**

Bidders and each member to a JVCA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Name of Contract | Employer’s **Contact Address, Tel** | **Value of Outstanding Work**  **[Current US$ Equivalent]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [US$/month)]** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
|  |  |  |  |  |  |

###### Form EXP - 4.1

General Construction Experience

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JVCA Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |
| --- | --- | --- | --- |
| Starting  Year | Ending  Year | Contract Identification | Role of  Bidder |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |

###### Form EXP - 4.2(a)

**Specific Construction and Contract Management Experience**

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JVCA Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Similar Contract No.** | **Information** | | | | |
| Contract Identification |  | | | | |
| Award date |  | | | | |
| Completion date |  | | | | |
| Role in Contract | Prime Contractor 🞎 | | Member in  JVCA  🞎 | Management Contractor  🞎 | Sub-contractor 🞎 |
| Total Contract Amount |  | | | US$ | |
| If member in a JVCA or sub-contractor, specify participation in total Contract amount |  |  | |  | |
| Employer's Name: |  | | | | |
| Address:  Telephone number  E-mail: |  | | | | |

**Form EXP - 4.2(a) (cont.)**

**Specific Construction and Contract Management Experience (cont.)**

|  |  |
| --- | --- |
| **Similar Contract No.** | **Information** |
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: |  |
| 1. Amount |  |
| 2. Physical size of required works items |  |
| 3. Complexity |  |
| 4. Methods/Technology |  |
| 5. Construction rate for key activities |  |
| 6. Other Characteristics |  |

###### Form EXP - 4.2(b)

Construction Experience in Key Activities

Bidder's Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Bidder's JVCA Member Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Sub-contractor's Name[[23]](#footnote-23) (as per ITB 34): *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

All Sub-contractors for key activities must complete the information in this form as per ITB 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  | **Information** | | | | |
| --- | --- | --- | --- | --- | --- |
| Contract Identification |  | | | | |
| Award date |  | | | | |
| Completion date |  | | | | |
| Role in Contract | Prime Contractor  🞎 | Member in  JVCA  🞎 | | Management Contractor  🞎 | Sub-contractor  🞎 |
| Total Contract Amount |  | | | US$ | |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract  (i) | | Percentage  participation  (ii) | | Actual Quantity Performed  (i) x (ii) |
| Year 1 |  | |  | |  |
| Year 2 |  | |  | |  |
| Year 3 |  | |  | |  |
| Year 4 |  | |  | |  |
| Employer’s Name: |  | | | | | |
| Address:  Telephone number  E-mail: |  | | | | | |

|  |  |
| --- | --- |
|  | **Information** |
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

2. Activity No. Two

3. …………………

Bidders Qualification following Prequalification

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

(a) Eligibility

(b) Pending Litigation

(c) Financial Situation

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

###### Form ELI -1.1

Bidder Information Form

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
Page *\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |
| --- |
| Bidder's name |
| In case of Joint Venture (JVCA), name of each member: |
| Bidder's actual or intended country of registration:  *[indicate country of Constitution]* |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address [in country of registration]: |
| Bidder's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Telephone number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.  🞎 In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITB 11.2.  🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Employer   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS in reference to ITB 40.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

###### Form ELI -1.2

Bidder's JVCA Information Form  
(to be completed for each member of Bidder’s JVCA)

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* of *\_\_\_\_\_\_\_\_\_\_\_\_* pages

|  |
| --- |
| Bidder’s JVCA name: |
| JVCA member’s name: |
| JVCA member’s country of registration: |
| JVCA member’s year of constitution: |
| JVCA member’s legal address in country of constitution: |
| JVCA member’s authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.5.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS in reference to ITB 40.1, the successful Bidder shall provide additional information on beneficial ownership for each JVCA member using the Beneficial Ownership Disclosure Form.]* |

###### Form CON – 2

Historical Contract Non-Performance, and Pending Litigation

***[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Bidder and for JVCAs, each member of the Joint Venture]***

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JVCA Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Year of dispute** | **Amount in dispute (currency)** | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
|  |  | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |

###### Form CON – 3

Environmental, Social, Health, and Safety Performance Declaration

*[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Specialized Subcontractor’s Name: *[insert* *full name]*Bidding No. and title: *[insert bidding number and title]*Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |
| --- | --- | --- | --- |
| **Environmental, Social, Health, and Safety Performance Declaration**  in accordance with Section III, Qualification Criteria, and Requirements of Prequalification Document | | | |
| 🞎 **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.  🞎 **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below: | | | |
| **Year** | **Suspended or terminated portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| *…* | *…* | *[list all applicable contracts]* | *…* |
| **Performance Security called by an employer(s) for reasons related to ESHS performance** | | | |
| Year | Contract Identification | | Total Contract Amount (current value, currency, exchange rate and US$ equivalent) |
| *[insert year]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for calling of performance security: *[indicate main reason(s)]* | | *[insert amount]* |
|  |  | |  |

###### Form FIN – 3.1

Financial Situation and Performance

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JVCA Member Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

* + - 1. **Financial data**

*(This form should be used only if the information submitted at the time of prequalification requires updating)*

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

**2. Sources of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of finance** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

1. **Financial documents**

The Bidder and its parties shall provide copies of financial statements to demonstrate that they continue to meet the financial requirements at the time of prequalification.

The financial statements shall:

1. reflect the financial situation of the Bidder or in case of JVCA member, and not an affiliated entity (such as parent company or group member).
2. be independently audited or certified in accordance with local legislation.
3. be complete, including all notes to the financial statements.
4. correspond to accounting periods already completed and audited.

🞎 Attached are copies of financial statements[[24]](#footnote-24) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

###### Form FIN - 3.2

Average Annual Construction Turnover

*(This form should be used only if the information submitted at the time of prequalification requires updating)*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JVCA Member Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bidding No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

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

###### Form FIN – 3.4

**Current Contract Commitments / Works in Progress**

Bidders and each member to a JVCA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Name of Contract | Employer’s **Contact Address, Tel** | **Value of Outstanding Work**  **[Current US$ Equivalent]** | **Estimated Completion Date** | **Average Monthly Invoicing Over Last Six Months [US$/month)]** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
|  |  |  |  |  |  |

|  |
| --- |
| Form of Bid Security |

###### Form of Bank Guarantee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *[Bank’s Name, and Address of Issuing Branch or Office]*

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

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

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

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated \_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of contract]* under Invitation for Bids No. \_\_\_\_\_\_\_\_\_\_\_ (“the IFB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]*  (\_\_\_\_\_\_\_\_\_\_\_\_) *[amount in words]*  upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

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

(b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder’s bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

*[signature(s)]*

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

###### Form of Bid-Securing Declaration

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

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

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

To:

We, the undersigned, declare that:

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

We accept that we 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 48.

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. Eligible Countries

**Eligibility for the Provision of Goods, Works and Services in   
Bank-Financed Procurement**

**Note:** *The expression “Bank” used in these documents includes the IDB, MIF and any other fund it administers.*

*Depending on the financing source, the user must select one of the following 2 options for item number 1). The financing can come from the IDB, the Multilateral Investment Fund (MIF) or,* occasionally, contracts may be financed out of special funds which further restricts eligibility criteria to a particular group of member countries. When the last option is selected, the eligibility criteria should be mentioned therein*:*

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

***1) List of Member Countries and Territories when the Inter-American Development Bank is financing:***

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

***Eligible Territories***

* + - 1. *Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France*
      2. *U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA*
      3. *Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands*
      4. *Hong Kong – as a Special Administrative Region of the People’s Republic of China*

----------------------------------------------

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

**(Include the list of countries)]**

----------------------------------------

2) Nationality and origin of Goods and Services Criteria

These policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of goods, and services. For these determinations, the following criteria shall be used:

**A) Nationality**.

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.

b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:

1. is legally constituted or incorporated under the laws of a member country of the Bank; and
2. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

**B) Origin of Goods.**

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

PART 2 –Works Requirements

|  |
| --- |
| Section VI. Works Requirements |

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|  |
| --- |
| Scope of Works |

|  |
| --- |
| Specification |

*[In drafting of the Specification, care must be taken when drafting the Work’s Requirements to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible for the description of goods, materials and workmanship. Where other particular standards are specified, whether national standards of the Borrower’s country or other standards, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified it should always be qualified with the terms “or equivalent”.]*

*[****Any additional******sustainable procurement technical requirements*** *(beyond the ESHS requirements stated in the Environmental, Social, Health and Safety Requirements section below) for the Works shall be clearly specified. Please refer to the Bank’s Procurement Regulations for Borrowers and Sustainable procurement guidance notes/tool kit for further information. [insert url]. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders’ innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer Works that exceeds the specified minimum sustainable procurement requirements.]*

Environmental, social, health and safety requirements

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

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

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

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

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

*The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 4.20 and Part E of the Particular Conditions of Contract.*

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

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

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

**Minimum Content of ESHS requirements**

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

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

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

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

*General Conditions of Contract*

*Sub-clause 1.13 Compliance with Laws*

*Sub-clause 2.2 Assistance (Permits, Licenses and Approvals)*

*Sub-clause 4.1 Contractor’s General Obligations*

*Sub-clause ~~4.4~~ 5.1 Subcontractors*

*Sub-clause 4.8 Health and Safety Obligation*

*Sub-clause 4.14 Avoidance of Interference*

*Sub-clause 4.18 Protection of the Environment*

*Sub-clause 4.22 Contractor’s Operations on the Site*

*Sub-clause 4.23 Archeological anf Geological Finding*

*Section 6 Staff and Labour (includes health and safety)*

*Sub-clause 7.1 Manner of Execution*

*Sub-clause 11.11 Clearance of Site*

*Sub-clause 12.3 Valuation of Work (reference ITB 14.2 “Items against which no rate or price is entered by the Bidder shall be deemed to be covered by the rates for other items in the Bill of Quantities and will not be paid separately by the Employer.”)*

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

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

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

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

*[Amend the following instructions to the Bidder taking into account the above considerations.]*

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

The issues to be addressed include:

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

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

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

*A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor’s Personnel, Employer’s Personnel, and affected persons.*

**Payment for ESHS Requirements**

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

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| Drawings |

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| Supplementary Information |

PART 3 – Conditions of Contract and Contract Forms

|  |
| --- |
| Section VII. General Conditions (GC) |

[*Name of* Employer*]*

[*Name of Contract]*

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

The Conditions of Contract comprise the “General Conditions” which form part of the Conditions of Contract for Work (2017), published by the International Federation of Consulting Engineers Federation Internationale Des Ingenieurs – Conseils (FIDIC), and the IDB “Particular Conditions” which include modifications and additions to such General Conditions.

Copies of the above FIDIC publication “Conditions of Contract for Work” can be obtained from

International Federation of Consulting Engineers

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

Telephone: +41 22 799 49 01

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

|  |
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| Section VIII. Particular Conditions (PC) |

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Table of Particular Conditions

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[Part B - Specific Provisions 156](#_Toc530763150)

[Part C - Environmental, Social, Health and Safety (ESHS) 191](#_Toc530763151)

[Part D - Contractor's Code of Conduct 198](#_Toc530763152)

[Part E - Adjustments for Changes in Cost 200](#_Toc530763153)

[Part F - Schedule of Payment Currencies 201](#_Toc530763154)

[Part G - Insurance 202](#_Toc530763155)

Part A – Contract Data

| **Conditions** | **Sub-Clause** | **Data** |
| --- | --- | --- |
| **Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost** | 1.1.20 | \_\_\_\_\_\_% |
| **Employer’s name and address** | 1.1.31 |  |
| **Engineer’s name and address** | 1.1.35 |  |
| **Contractor’s Representative name** | 1.1.18 |  |
| **Key Personnel** | 1.1.48 | *[insert the name of each Key Personnel agreed by the Employer prior to Contract Signature]* |
| **Bank’s name** | 1.1.89 | Inter-American Development Bank, Washington D.C. |
| **Borrower’s name** | 1.1.90 |  |
| **Time for Completion** | 1.1.84 | \_\_\_\_\_\_\_\_\_\_\_\_\_days  *If Sections are to be used, refer to Table: Summary of Sections below* |
| **Defects Notification Period** | 1.1.27 | 365 days. (one year) |
| **Sections** | 1.1.73 | *If Sections are to be used, refer to Table: Summary of Sections below* |
| **Interpretation** | 1.2 | “Profit “is calculated as total revenue less total expenses. |
| **Electronic transmission system** | 1.3 (a) (ii) |  |
| **Address of Employer for communications:** | 1.3(d) |  |
| **Address of Engineer for communications:** | 1.3(d) |  |
| **Address of Contractor for communications:** | 1.3(d) |  |
| **Governing Law** | 1.4 |  |
| **Ruling language** | 1.4 |  |
| **Language for communications** | 1.4 |  |
| **Time for the Parties entering into a Contract Agreement** | 1.6 | ————-  (If different from the specified 35 days after receipt of Letter of Acceptance) |
| **Number of additional paper copies of Contractor’s Documents** | 1.8 |  |
| **Total liability of the Contractor to the Employer under or in connection with the Contract** | 1.15 | The product of\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert a multiplier less or greater than one]* times the Accepted Contract Amount,  *or*  \_\_\_\_\_\_\_\_\_\_\_\_\_ (*Sum ) [insert amount of the maximum total liability if different from the Accepted Contract Amount]* |
| **Site** | 1.1.74 | *[Describe any other places as forming part of the Site]* |
| **Time for access to the Site** | 2.1 | *[ Ideally, the right of access to and possession of all parts of the Site shall be given by the Commencement Date. If this is the case, insert: “No later than the Commencement Date” and delete “within the time (or times ) stated in the contract Data “*  *[If it is not practical or feasible to give the right of access to and possession of all parts of the Site by the Commencement Date, state the “ No later than the Commencement Date, except for the following parts (include detailed description of parts concerned): within such times as may be required to enable the Contractor to proceed in accordance with the Programme or, if there is no Programme at that time, the initial programme submitted under Sub-Clause 8.3 [Programme”]]* |
| **Engineer’s Duties and Authority** | 3.2 | In the case of variations resulting in an increase of the Accepted Contract Amount in excess of \_\_\_\_% the Engineer shall obtain in writing the Employer’ written approval before exercising its authority to instruct the Variation, in accordance with Sub Clause 1.3.3 [Variation Procedure]. |
| **Sustainable procurement** | 4.1 | ***[Delete if not applicable]***  [*Add any sustainable procurement contractual provisions not covered by the GC, if applicable. such as use of government environmental standards (e.g. energy/water efficiency targets); social impacts associated with working in sensitive environments; importing of labor and labor standards.*  ***[Delete if not applicable]***  [*Add any sustainable procurement contractual provisions not covered by the GC, if applicable. Refer to the IDB Procurement Regulations and the sustainable procurement guidance.*] |
| **Performance Security** | 4.2 | The Performance Security will be in the form of a \_\_\_\_ [*insert either one of “demand guarantee” or “performance bond”*] in the amount(s) of [*insert % figures*] percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. |
| **Environmental, Social, Health and Safety (ESHS) Performance Security** | 4.2 | [*Delete this provision if ESHS Performance Security is not required*.]  The ESHS Performance Security will be in the form of a “demand guarantee” in the amount(s) of [*insert % figure(s) normally 1% to 3%*] of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.  [*The sum of the total “demand guarantees” (Performance Security and ESHS Performance Security) shall normally not exceed 10% of the Accepted Contract Amount.]* |
| **Period for notification of errors in the items of reference** | 4.7.2 | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days |
| **Period of payment for temporary utilities** | 4.19 | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days |
| **Number of additional paper copies of progress reports** | 4.20 |  |
| **Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)** | 5.1(a) | \_\_\_\_\_\_\_\_\_\_\_\_\_% |
| **Parts of the Works for which subcontracting is not permitted** | 5.1(b) |  |
| **Normal working hours** | 6.5 |  |
| **Number of additional paper copies of programmes** | 8.3 |  |
| **Delay damages for the Works** | 8.8 | % of the Accepted Contract Amount per day.  *If Sections are to be used, refer to Table: Summary of Sections below* |
| **Maximum amount of delay damages** | 8.8 | \_\_\_\_\_\_% of the Accepted Contract Amount. |
| **Unfulfilled Obligations** | 11.10 | *(Note to the Employer amend responsibility period if deadline differs in the Country)* |
| **Method of measurement** | 12.2 |  |
| **Percentage profit** | 12.3 | As stated under 1.1.20 above |
| **Provisional Sums** | 13.4 (b)(ii) | *[If there are Provisional Sums, insert a percentage rate to be applied to Provisional Sums for overhead charges and profit]*  \_\_\_\_\_\_\_% |
| **Adjustments for Changes in Cost** | 13.7 | *Period “n” applicable to the adjustment multiplier “Pn”: \_\_\_\_\_\_\_\_\_\_ [Insert the period if different from one (1) month]* |
| **Total advance payment** | 14.2 | % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable  [*Insert number and timing of installments if applicable]* |
| **Repayment of Advance payment** | 14.2.3 | a)\_exceeds \_\_\_\_\_\_% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums  (b) deductions shall be made at the amortization rate of \_\_\_\_\_\_\_\_%\_ [*provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment*] |
| **Period of payment**  **Requirements for submission of Statements** | 14.3 | *\_\_\_\_\_\_\_\_\_\_\_\_ [if not stated, it is “each month”]* |
| **Number of additional paper copies of Statements** | 14.3(b) |  |
| **Percentage of retention** | 14.3(iii) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% |
| **Limit of Retention Money (as a percentage of Accepted Contract Amount)** | 14.3(iii) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% |
| **Plant and Materials** | 14.5(b)(i) | If Sub-Clause 14.5 applies:  Plant and Materials for payment when shipped \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list].* |
| 14.5(c)(i) | Plant and Materials for payment when delivered to the Site \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list].* |
| **Minimum Amount of Interim Payment Certificates** | 14.6.2 | \_\_\_\_\_\_\_\_\_\_\_\_\_ % of the Accepted Contract Amount. |
| **Period of payment of Advance Payment to the Contractor** | 14.7(a) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days |
| **Period for the Employer to make interim payments to the Contractor under Sub-clause 14.6 (interim Payment)** | 14.7b(i) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_days |
| **Period for the Employer to make interim payments to the Contractor under Sub-clause 14.13 (Final Payment)** | 14.7b(ii) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_days |
| **Period for the Employer to make final payment to the Contractor** | 14.7(c) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_days |
| **Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))** | 14.8 | \_\_\_\_\_% |
| **Publishing source of commercial interest rates for financial charges in case of delayed payment** | 14.8 |  |
| **Number of additional paper copies of draft Final Statement** | 14.11.1(b) |  |
| **Currency of payment** | 14.15 | *The Contractor shall complete the “Schedule of Payment Currency” if any (Part G)* |
| **Forces of nature, the risks of which are allocated to the Contractor** | 17.2(d) |  |
| **Insurance General Requirements**  **Periods for submission of insurance:** | 19.1 | *Insert period for submission of evidence of insurance and policy. [Period may be from 14 days to 28 days.]* |
| **Insurance to be provided by the  Contractor** | 19.2 | *The Contractor shall provide the following insurance :* |
| **Amount of insurance required for Works** | 19.2.1 |  |
| **Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)** | 19.2.1(b) | *\_\_\_\_\_\_\_\_%* |
| **List of Risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works** | 19.2.1(iv) |  |
| **Amount of insurance required for Goods** | 19.2.2 |  |
| **Extent of insurance required for Goods** | 19.2.2 |  |
| **Amount of insurance required for liability for breach of professional duty** | 19.2.3(a) |  |
| **Insurance required against liability for fitness for purpose** | 19.2.3(b) | Yes/No [ *delete as appropriate*] |
| **Period of insurance required for liability for breach of professional duty** | 19.2.3 |  |
| **Amount of insurance required for injury to persons and damage to property** | 19.2.4 |  |
| **Insurance for injury to employees:** |  |  |
| **Other insurances required by Laws and by local practice (give details)** | 19.2.6 |  |
| **Date by which the DAAB shall be appointed** | 21.1 | 28 days after the Commencement date |
| **The DAAB shall be comprised of** | 21.1 | *Either:* One sole Member  *or:* Three Members |
| **List of proposed members of DAAB** | 21.1 | proposed by Employer  *1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Proposed by Contractor  *1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| **Appointment (if not agreed) to be made by** | 21.2 | *[Insert name of the appointing entity or official]* |
| **Rules of arbitration** | 21.6(a) | *[Insert rules of arbitration if 21.6 (a) applies but the rules of Arbitration are to be different from those of the International Chamber of Commerce]* |

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

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

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

Part B - Specific Provisions

|  |  |
| --- | --- |
| **Sub-Clause 1.1.18 Contractor Representative** | The following is added at the end of the Sub-Clause: |
|  | "Contractor's Representative" means the person as named in Part A- Contract Data |
| **Sub-Clause 1.1.48**  **Key Personnel** | The following is added at the end of the Sub-Clause: |
|  | Contractor’s Personnel includes Key Personnel as named in Part A - Contract Data |
| **Sub-Clause 1.1.49**  **Laws** | The Sub-clause is replaced with: |
|  | **"Laws"** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.” |
| **Sub-Clause 1.1.74**  **Site** | The Sub-clause is replaced with: |
|  | **“Site**” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site." |
| **Definitions are added after Sub-Clause 1.1.88** | Added definitions as new Sub-Clauses: |
| **Sub-Clause 1.1.89**  **Bank** | “**Bank**” means the means the Inter-American Development Bank “IDB” (whether acting on its own account or in its capacity as administrator of trust funds provided by other donors) named in the Part A-Contract Data. |
| **Sub-Clause 1.1.90**  **Borrower** | “**Borrower**” means the person (if any) named as the borrower in the Part A-Contract Data. |
| **Sub-Clause 1.1.91**  **ESHS** | "**ESHS**” means environmental social policies that shall apply to the projects: |
|  | 1. Operational Policy on Indigenous Peoples and Strategy for Indigenous Development |
|  | 1. Operation Policy for Involuntary Resettlement |
|  | 1. Environment and Safeguards Compliance Policy |
|  | 1. Operational Policy on Gender Equality in Development |
|  | *indicate others* |
| **Sub-Clause 1.1.92**  **Schedule of Payment Currency** | **"Schedule of Payment Currency"** means the Tables that are included when various components of the works are proposed, requiring amounts substantially different from another foreign currency. Where the Employer shall have to indicate the names of each one of the components of the work. |
| **Sub-Clause 1.1.93**  **Prohibited Practices** | “**Prohibited Practices**” means any act that constitute one or more of the practices defined in Sub-clause 15.8 |
| **Sub-Clause 1.2**  **Interpretation** | Sub-paragraph (a) is replaced with the following: |
|  | (a) “Words indicating one gender include all genders: |
|  | "he/she” is replaced with:” it”; |
|  | "him/her” is replaced with “it”; |
|  | "his” and “his/her” are replaced with: “its”; |
|  | "himself/herself” are replaced with: “itself”.” |
|  | Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). |
|  | Sub-paragraph (k) is added: |
|  | (k) “The word “tender” is synonymous with “bid”, the word “tenderer” with “bidder” and the words “tender documents” with “bidding document” as applicable.” |
|  | Add after (j): (k) “Profit" is calculated as total revenue less total expenses. |
| **Sub-Clause 1.5**  **Priority of Documents** | After the end of sub-paragraph (e) the following subparagraphs are inserted: |
|  | (f) the Particular Conditions Part C - Environmental, Social, Health and Safety (ESHS) Metrics for Progress Reports |
|  | (g) the Particular Conditions Part D - Contractor's Code of Conduct |
|  | (h) the Particular Conditions Part E - Adjustment for Changes in Cost |
|  | (j) the Particular Conditions Part F - Schedule of Payment Currencies |
|  | (k) the Particular conditions Part G - Insurance |
|  | and re-number the remaining sub-paragraphs accordingly. |
| **Sub-Clause 1.6**  **Contract Agreement** | The last paragraph is replaced with: |
|  | If the Contractor comprises a JVCA, the authorized representative of the JVCA shall sign the Contract Agreement in accordance with Sub-Clauses 1.14 (Joint and Several Liability). |
| **Sub-Clause 1.12 Confidentiality** | The following is added at the end of the second paragraph: |
|  | “The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects." |
|  | “or” at the end of (b) is deleted. |
|  | The following is then added as (d): “is required in response to a request by the IDB to the Employer" |
| **Sub-Clause 1.13**  **Compliance with Law** | The following is replaced in sub-paragraph (a), “(or being)” with “(or to be)” |
| **Sub-Clause 1.15**  **Limitation of Liability** | Add at the end of first paragraph “Sub-Clause 11.2 [Cost of Remedying Defects];” |
|  | The following replace the last two paragraphs: |
|  | "shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount. |
|  | This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party." |
| **Sub-Clause 1.17**  **Inspections and Audit by the Bank** | The Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.8 (Prohibited Practices) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).” |
| **Sub-Clause 2.4 Employer's Financial Arrangements** | The first paragraph is replaced with: |
|  | "The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made for financing the Employer’s obligations under the Contract.” |
|  | The following sub-paragraph is added at the end of Sub-Clause 2.4: |
|  | "In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give Notice of such suspension to the Contractor with detailed particular , including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his Notice of the extent to which such funds will be available.” |
| **Sub-Clause 3.1**  **The Engineer** | At the end of the first sub-paragraph the following is added: |
|  | “The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.” |
| **Sub-Clause 3.2**  **Engineer's Duties and Authority** | The Engineer shall obtain the Employer’ written approval before exercising its authority under the following Sub-Clauses of these Conditions: |
|  | 1. Sub-Clause 4.12.5: “Agreement or Determination of Delay and/or Cost.”- agreeing or determining an extension of time and/or additional cost |
|  | 1. Sub-Clause 13.1: “Right to vary” - instructing a variation, except; |
|  | 1. in an emergency situation as determined by the Engineer, or |
|  | 1. if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data. |
|  | 1. Sub-Clause 13.3 (Variation by Instruction)- approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.1.” |
|  | Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of its duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.  Unless stated otherwise in these Conditions, if the Contractor makes a request to the Engineer, the Engineer shall respond within 28 days of receipt of the request. |
| **Sub-Clause 3.3**  **Engineer's Representative** | The following is added at the end of Sub-Clause 3.3 |
|  | "The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer’s Representative.” |
| **Sub-Clause 3.4**  **Delegation by the Engineer** | The following is added at the end of the second paragraph: |
|  | "If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority.” |
| **Sub-Clause 3.6**  **Replacement of the Engineer** | In the first paragraph, “42 days” *is replaced with*: “21 days”. |
|  |  |
| **Sub-Clause 4.1**  **Contractor's General Obligations** | The following is inserted after the paragraph “The Contractor shall provide the Plant (and spare parts, if any) …”: |
|  | All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.” |
|  | The following is inserted after the paragraph “The Contractor shall, whenever required by the Engineer...”: |
|  | The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Engineer is satisfied that appropriate measures are in place to address environmental, social (including sexual exploitation and abuse and gender based violence health and safety (ESHS) 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 Engineer’s No-objection, a Contractor’s Environmental and Social Management Plan (C-ESMP) to manage the ESHS risks and impacts of the ongoing Works. |
|  | These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP), and the health and safety risk assessments are components of the Contractor’s health and safety manual (CHSM) required in Sub-Clause 4.8. The C-ESMP, CHSM and health and safety risk assessments shall have the Engineer’s No-objection 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 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 the Engineer’s No-objection. |
| **Sub-Clause 4.2**  **Performance Security and ESHS Performance Security** | The first paragraph is replaced with: |
|  | "The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an ESHS Performance Security for compliance with the Contractor’s ESHS obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply." |
|  | In the following Sub-Clauses of the General Conditions, the term “Performance Security” is replaced with: “Performance Security and, if applicable, an ESHS Performance Security”: |
|  | 2.1 Right of Access to the Site |
|  | 14.2 Advance Payment |
|  | 14.6 Issue of IPC |
|  | 14.12 Discharge |
|  | 14.13 Issue of FPC |
|  | 14.14 Cessation of Employer’s Liability |
|  | 15.2 Termination for Contractor’s Default |
|  | 15.5 Termination for Employer’s Convenience |
|  | Thereafter, throughout Sub-Clause 4.2 “Performance Security” *is replaced with*: “Performance Security and, if applicable, ESHS Performance Security.” |
| **Sub-Clause 4.2.1**  **Contractor's Obligations** | The first paragraph is replaced with: |
|  | "The Contractor shall deliver the Performance Security and, if applicable, an ESHS Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer. The ESHS Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.” |
| **Sub-Clause 4.2.2**  **Claims under Performance Security** | The first paragraph is replaced in its entirety with:  “The Employer shall not make a claim under the Performance Security, for amounts for which the Employer is entitled under the Contract.” |
| **Sub-Clause 4.2.3**  **Return of Performance Security** | In sub-paragraph (a) “21 days” is replaced with: “28 days." |
| **Sub-Clause 4.3 Contractor's Representative** | The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number that the Engineer consider to be sufficient for those persons to properly perform their delegated powers, function and/or authority.” |
| **Sub-Clause 4.8**  **Health and Safety Obligations** | The following is included as (h) after deleting “and” at the end of (f) and replacing “.” with “; and” at the end of (g): |
|  | (h) where a health service provider for the Contract is stated in the Specification, provide all reasonable assistance (room, accommodation, water etc.) to enable the service provider to perform its functions.” |
|  | The second and third paragraphs are replaced with the following: |
|  | "Subject to Sub-Clause 4.1, within 21 days of the Commencement Date and before commencing any construction on the Site, the Contractor shall submit to the Engineer for review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works.  This manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws." |
|  | The health and safety manual shall set out all the health and safety requirements: |
|  | 1. stated in the Specification; |
|  | 1. that comply with all the Contractor’s health and safety obligations under the Contract; and |
|  | 1. that are necessary to effect and maintain a healthy and safe working environment for all persons on the Site and other places (if any) where the Works are being executed.   “Construction of the Works shall not commence until a Notice of No-objection is given to the health and safety manual.” |
| **Sub-Clause 4. 18**  **Protection of the Environment** | Replaced with: |
|  | The Contractor shall take all necessary measures to: |
|  | 1. protect the environment (both on and off the Site); and |
|  | 1. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities. |
|  | The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws. |
|  | In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, (whether identified by either Party, the Engineer or others) the Contractor shall immediately prepare and submit a proposal to the Engineer for the necessary remedial works and timing of such work.  The Engineer shall respond to this proposal (or revised proposal) within 14 days of receiving it by giving Notice of no-objection, or by stating the reason why a Notice of No-objection cannot be given in which case the Contractor shall revise and resubmit the proposal. If the Engineer does not respond within the period of 14 day, a Notice of No-objection shall be deemed to have been given. Unless remedial work is urgently required for the safety of people on or off Site, the Contractor shall not commence the required remedial works until a Notice of No-objection is given to the Contractor’s proposal.  All remedial work required under this Sub-Clause shall be carried out without delay by the Contractor and at the Contractor’s risk and cost. If the Contractor fails to carry out the required remedial works within a reasonable time, the Employer may (at the Employer’s sole discretion) employ and pay other persons to carry out the work. The Employer shall be entitled subject to Sub- Clause 20.2 [Claims for Payment and/or EOT] to payment by the Contractor of all costs arising from this failure. This entitlement shall be without prejudice to any other rights the Employer may have, under the Contract or otherwise.” |
| **Sub-Clause 4.20**  **Progress Reports** | Replace 4.20 (g) with: ESHS metrics set out in Particular Conditions - Part C" |
|  | The following paragraph is added at the end: |
|  | From the beginning of the works, the Contractor shall have to report on the environmental, social, health and safety in the workplace obligations, including the indicators set out in Particular Conditions – Part C, and others as determined by the Engineer. |
|  | Furthermore add: |
|  | The Contractor shall provide immediate notificationto the Engineer of incidents in the following categories. Full details of such incidents shall be provided to the Engineer within the timeframe agreed with the Engineer. |
|  | 1. confirmed or likely violation of any law or international agreement |
|  | 1. any fatality or serious (lost time) injury |
|  | 1. significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) |
|  | 1. major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or |
|  | 1. 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.” |
| **Sub-Clause 4.21**  **Security of the Site** | Replaced with: |
|  | The Contractor shall be responsible for the security of the Site, and |
|  | 1. for keeping unauthorized persons off the Site; |
|  | 1. authorized persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized personnel (including the Employer’s other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor; and |
|  | If required in the Specification, the Contractor shall prepare for the Engineer’s No-objection a security management plan that sets out as a minimum the rules of conduct, training, and equipping of security personnel, and the Contractor’s means of monitoring compliance with the plan. The Contractor shall monitor compliance with the rules of conduct and investigate any allegations of unlawful or abusive acts by the security personnel and when necessary take appropriate action to prevent recurrence.” |
| **Sub-Clause 5.1**  **Subcontractors** | The following is added at the end of the second paragraph of Sub-Clause 5.1: |
|  | "When requesting such a prior consent, the Contractor shall submit, in addition to any other required document, an undertaking from each proposed subcontractor to confirm that they have read, understand and shall comply with the ESHS obligations and code of conduct of the Contract. |
|  | The following is added at the end of the last paragraph of Sub-Clause 5.1: |
|  | The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor. |
|  | Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as sub-Contractors. |
|  | All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [After Termination." |
| **Sub-Clause 5.2.2**  **Objection to Nomination** | In sub-paragraph (c): |
|  | “and” is deleted from the end of (i); |
|  | “.” at the end of (ii) is replaced with: “, and”. |
|  | The following is then added as (iii): |
|  | “(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [ Payment to nominated Subcontractors].” |
| **Sub-Clause 6.1 Engagement of Staff and Labour** | The following paragraphs are added: |
|  | “The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country. |
|  | The Contractor shall submit for the Engineer’s No-objection and implement a labour management plan in accordance with the Specification.” |
| **Sub-Clause 6.2 Rates and Wages and Conditions of Labour** | The following paragraphs are added: |
|  | “The Contractor shall inform the Contractor’s Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws. |
|  | The Contractor shall have paid its staff and labour all due wages and entitlements on or before the end of their engagement/ employment.” |
| **Sub-Clause 6.7 Health and Safety of Personnel** | In the second paragraph, replace “The Contractor” with |
|  | Except as otherwise stated in the Specification, the Contractor…” |
|  | The following is added at the end of Sub-Clause: |
|  | “The Contractor shall maintain records concerning health, safety and welfare of persons, and damage to property. Where such requirements are set out in the Specification, the contents of the records shall be in accordance with those requirements. |
|  | Sexually Transmitted Diseases or Infections (STDs): The Contractor shall take measures to minimize the risk of transfer of STDs (particularly HIV virus) dengue, zika and chikunguña between and among the Contractor’s Personnel and the local community. |
|  | The Contractor shall throughout the Contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and Labour (including all the Contractor's employees, all Subcontractors and any other Contractor’s or Employer’s personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labour. |
|  | The Contractor shall detail (within the health and safety manual (required under Sub-clause 4.8), the measures it will take to minimize the risk, the cost of the measures, and the mechanism for delivery of the measures. Unless otherwise stated in the Specification, as a minimum, the measures shall include proposals to (i) promote early diagnosis and to assist affected individuals, (ii) conduct Information, Education and Communication (IEC) campaigns to Contractor’s Personnel, Employer’s Personnel and the local community, and (iii) provide prevention measures. |
|  | For each component, the programme shall detail the resources to be provided or utilized and any related sub-contracting proposed and shall also include provision of a detailed cost estimate with supporting documentation.” |
| **Sub-Clause 6.9 Contractor's Personnel** | Replaced with: |
|  | “The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations. |
|  | The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who: |
|  | 1. persists in any misconduct or lack of care; |
|  | 1. carries out duties incompetently or negligently; |
|  | 1. fails to comply with any provision of the Contract; |
|  | 1. persists in any conduct which is prejudicial to safety, health, or the protection of the environment; |
|  | 1. based on reasonable evidence, is determined to have engaged in Prohibited Practices during the execution of the Works; |
|  | 1. has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; |
|  | 1. undertakes 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); or |
|  | 1. undertakes behavior which breaches the rules of conduct for security personnel as set out in Sub-Clause 4.21 (c). |
|  | If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [*Contractor’s Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.” |
| **Sub-Clause 6.12 Key Personnel** | The following is inserted at the end of the last paragraph: “If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number that the Engineer consider to be sufficient for those persons to properly perform their delegated powers, function and/or authority.” |
| **Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12** | Added new Sub-Clauses: |
| **Sub-Clause 6.13 Foreign Personnel** | The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor’s personnel.  The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial. |
| **Sub-Clause 6.14 Supply of Foodstuffs** | The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract. |
| **Sub-Clause 6.15 Supply of Water** | The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel |
| **Sub-Clause 6.16 Measures Against Insect and Pest Nuisance** | The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. |
| **Sub-Clause 6.17 Alcoholic Liquor or Drugs** | The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel. |
| **Sub-Clause 6.18 Arms and Ammunition** | The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so. |
| **Sub-Clause 6.19 Festivals and Religious Customs** | The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs. |
| **Sub-Clause 6.20 Funeral Arrangements** | The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works. |
| **Sub-Clause 6.21 Forced or Compulsory Labour** | The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements. The Contractor shall not employ persons who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.” |
| **Sub-Clause 6.22 Child Labour** | Contractor shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The Contractor shall not employ a child between the minimum age and the age of 18 in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development. The Contractor shall only employ children between the minimum age and the age of 18 after an appropriate prior risk assessment has been conducted, and the Contractor is subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.” |
| **Sub-Clause 6.23 Employment Records of Workers** | The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor Records] |
| **Sub-Clause 6.24 Workers’ Organizations** | In countries where the relevant labour laws recognize workers’ rights to form and to join workers’ organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers’ organizations, the Contractor shall enable alternative means for the Contractor’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor’s Personnel from forming or joining workers’ organizations of their choosing or from bargaining collectively and shall not discriminate or retaliate against the Contractor’s Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers’ representatives. Workers’ organizations are expected to fairly represent the workers in the workforce. |
| **Sub-Clause 6.25**  **Non-Discrimination and Equal Opportunity** | Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and discipline. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as people with disabilities.” |
| **Sub-Clause 6.26 Contractor's Personnel Grievance Mechanism** | Contractor shall have a grievance mechanism for Contractor’s Personnel to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner. |
|  | The Contractor’s Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor’s Personnel. |
|  | The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available.” |
| **Sub-Clause 7.4 Testing** | In the second paragraph, replace “The Contractor” with: |
|  | "Except as otherwise specified in the Contract, the Contractor ..… " |
| **Sub-Clause 7.7 Ownership of Plant and Materials** | The following is added before the first paragraph: |
|  | "Except as otherwise provided in the Contract,” |
| **Sub-Clause 8.1**  **Commencement of Works** | Replaced with : |
|  | The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. |
|  | The Notice shall be issued promptly after the Engineer considers that the following conditions have been fulfilled: |
|  | signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;  1. delivery to the Contractor of reasonable evidence of the Employer’s financial arrangements (under Sub-Clause 2.4 [Employer’s Financial Arrangements]); 2. subject to the statement in the entry for Sub-Clause 2.1 in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works; and 3. receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the Advance Payment Guarantee has been delivered by the Contractor. |
| **Sub-Clause 11.7 Right of Access after Taking Over** | In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with: |
|  | "Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:” |
| **Sub-Clause 11.10 Unfulfilled Obligations** | The following is added after the first paragraph: |
|  | The responsibility deadline period after the Performance Certificate is: |
|  | 1. 10 years when failures or structural defects were determined |
|  | 1. 5 years, when construction elements or facilities failures or defects were determined |
|  | 1. 3 years when failures or defects affecting the finishing or completion of projects were determined; and |
|  | 1. 5 years when failures or defects may not be adapted or made equal to those identified *above* |
|  | ***[Note to the Employer: modify the deadline period in Part - A Contract Data as needed under Country’s legal requirement*]** |
| **Sub-Clause 13.3.1 Variation by Instruction** | Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;” |
| **Sub-Clause 13.6 Adjustments for Changes in Legislation** | The following paragraph is added as the end of the Sub-Clause: |
|  | Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].” |
| **Sub-Clause 13.7 Adjustments for Changes in Cost** | The first sentence is replaced with: |
|  | If Schedule(s) of cost indexation are not included in the Contract refer to Particular Condition Part F-Adjustments for Changes in Cost |
| **Sub-Clause 14.1 The Contract Price** | **[*Note to the Employer: include one of the following two alternative texts as applicable*]** |
|  | The following is added at the end of the sub-clause: |
|  | ***[Alternative 1*]** |
|  | Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.” |
|  | ***[Alternative 2*]** |
|  | Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be exported, based on the depreciation scale (s and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.” |
| **Sub-Clause 14.2 Advance Payment** | Replace the last sentence with: |
|  | The total advance payment, the number and timing of installments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data. |
| **Sub-Clause 14.2.1 Advance Payment Guarantee** | The first paragraph is replaced with: |
|  | "The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions or in another form agreed by the Employer(but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause).” |
| **Sub-Clause 14.2.2 Advance Payment Certificate** | The first paragraph is replaced with: |
|  | The Engineer shall issue an Advance Payment Certificate for the advance payment within 14 days after: |
|  | 1. The Employer has received the Performance Security, if applicable, an ESHS Performance Security, in accordance with Sub-Clause 4.2 [Performance Security and, if applicable, an ESHS Performance Security] and the Advance Payment Guarantee, in the form and issued by an entity in accordance with Sub-Clause 4.2.1 [Contractor’s Obligations] and Sub-Clause 14.2.1 [Advance Payment Guarantee] respectively; and |
| **Sub-Clause 14.3 Application for Interim Payment** | The following is inserted at the end of (vi) after: *[Agreement or Determination]*: “any reimbursement due to the Contractor as a result of a decision of the DAAB under Sub-Clause 21.4 (Obtaining DAAB’s Decision).” |
| **Sub-Clause 14.6.2 Withholding (amounts in) an IPC** | “and/or” from subparagraph (b) is deleted. |
|  | The following is the added as subparagraph (c) and sub-paragraph (c) of the Sub-Clause is renumbered as (d): |
|  | (c) if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: |
|  | 1. failure to comply with any ESHS obligations or work described in the Specification which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; |
|  | 1. failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; |
|  | 1. failing to have appropriate consents/permits prior to undertaking Works or related activities; |
|  | 1. failure to submit ESHS report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner; |
|  | 1. failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).” |
| **Sub-Clause 14.7 Payment** | At the end of sub-paragraph (b): “and” is replaced with “.” and the following inserted as (c): |
|  | "(c) the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted at a time when the Bank’s loan (from which part of the payments to the Contractor is being made) is suspended, any discrepancy being rectified in the next payment to the Contractor; and the sub-paragraph (c) becomes (d) |
|  | At the end of sub-paragraph (d): “.” is replaced with “;” and the following inserted: |
|  | "or, at a time when the Bank’s loan (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].” |
| **Sub-Clause 14.9 Release of Retention Money** | The following is added at the end of Sub-Clause 14.9: |
|  | “Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee at its own cost, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ESHS Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate. |
|  | If the Performance Security and, if applicable, an ESHS Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ESHS Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ESHS Performance Security.” |
| **Sub-Clause 14.15**  **Currencies of Payment** | Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”. Particular Condition Part E - |
| **Sub-Clause 15.1**  **Notice to Correct** | “and” is deleted from (b) and |
|  | “.” is replaced by: “; and” in (c). |
|  | The following is then added as (d) |
|  | "(d) specify the time within which the Contractor shall respond to the Notice to Correct.” |
|  | In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).” |
| **Sub-Clause 15.2.1**  **Notice** | Sub-paragraph (h) is replaced with: “is found, based on reasonable evidence, in accordance with the Bank sanctions procedures to have incurred in Prohibited Practices, such as those defined in Sub-Clause 15.8 at any time in competing for or in executing the Contract.” |
| **Sub-Clause 15.8 Prohibited Practices** | |  | | --- | | 15.8.1 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[[25]](#footnote-25) 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   1. 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; 2. 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 3. acts intended to impede the exercise of the IDB Group’s contractual rights of audit or inspection provided for under Subclause 15.8.1(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) extend the sanctions imposed on any individual, entity or firm that, directly or indirectly, owns or controls a sanctioned entity, is owned or controlled by a sanctioned entity or is the object of common ownership or control with a sanctioned entity, as well as to officials, employees, affiliates or representatives or agents of a sanctioned entity who also own a sanctioned entity and / or exercise control over a sanctioned entity, even if it has not been concluded that those parties directly incurred in a Prohibited Practice; and/or | | (viii) refer the matter to appropriate law enforcement authorities. | | 1. The provisions of Subclause 15.8.1 (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. | | 1. 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, proposser, 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. | | 15.8.2 The Contractor represent and warrant: | | 1. that has read and understood the Bank’s definition of Prohibited Practices and the applicable sanctions pursuant to the Sanctions Procedures; | | 1. that has not engaged in any Prohibited Practice as set forth herein during the selection, negotiation, adjudication or execution of this contract; | | 1. that hs not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract; | | 1. that neither he nor his 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 | | 1. that he acknowledges that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Subclause 15.8.1 (b). | |
| **Sub-Clause 16.1 Suspension and Termination by Contractor** | The following paragraph is inserted after the first paragraph: |
|  | “Notwithstanding the above, if the Bank has suspended disbursements under the loan from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may be given a Notice to suspend work or reduce the rate of work at any time, after receiving the Employer the Notice of a Bank’s suspension of disbursement under Sub-Clause 2,4 [Employer arrangement]. |
| **Sub-Clause 16.2.1 Notice** | Replace (d) with: “the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract and such failure constitutes a material breach of the Employer Obligation under the Contract.” |
|  | At the end of sub-paragraph (i): “; or” *is replaced with*: “.” |
|  | Sub-paragraph (f) is replaced with: |
|  | The Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.” |
|  | Sub-paragraph (j) is replaced with: “the Employer is found, based on reasonable evidence, in accordance with the Bank sanctions procedures to have incurred in Prohibited Practices, such as those defined in Sub-Clause 15.8 at any time at any time in relation to work or the Contract |
| **Sub-Clause 16.2.2 Termination** | The following is added at the end of Sub-Clause 16.2.2: |
|  | In the event the Bank suspends the loan from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.” |
| **Sub-Clause 17.4 Indemnity by Contractor** | Sub-paragraph (i) is substituted with “arises out of or in the course of or by reason of the Contractor’s execution or completion of the Works and the remedying of any defects, and” |
| **Sub-Clause 17.7 Use of Employer's Accommodation/ Facilities** | The following Sub-Clause is added as 17.7: |
|  | The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works) |
|  | If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at the Contractor’s risk and cost, rectify the loss or damage to the satisfaction of the Engineer.” |
| **Sub-Clause 18.1 Exceptional Events** | Sub-paragraph (c) is substituted with: |
|  | “riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;” |
| **Sub-Clause 18.4 Consequences of Exceptional Events** | The following is added at the end of sub-paragraph (b) after deleting the “.”: |
|  | “, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [ Insurance to be provided by the Contractor].” |
| **Sub-Clause 18.5 Optional Termination** | In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably”. |
| **Sub-Clause 19.1 General Requirements** | The following paragraphs are added after the first paragraphs: |
|  | “Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with conditions (if any) agreed by both Parties before the date of the Letter of Acceptance. ” |
|  | This agreement of terms shall take precedence over the provisions of this Clause. ” |
| **Sub-Clause 19.2 Insurance to be Provided by the Contractor** | The following is inserted as the first sentence in Sub-Clause 19.2: |
|  | “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to Clause 19) with insurers from any eligible source country.” |
| **Sub-Clause 19.2.7 Insurance** | In addition to insurance outlined in 19.2 the Contractor shall have to obtain the following insurance, under terms and minimum as established in the Particular Conditions - Part G Insurance”: |
|  | 1. Third Party Contractor Liability Insurance, according to Sub-Clause 19.2.3 |
|  | 1. Contractor Construction Facility and Equipment Insurance according to Sub-Clause 19.2.2. |
|  | 1. Contractor Vehicle Liability Insurance |
|  | 1. Contractor Sea Freight/Transportation Insurance |
|  | 1. Contractor Protection and Compensation Insurance |
|  | 1. Contractor Maintenance Services Insurance |
|  | 1. Other insurance |
| **Sub-Clause 19.2.5 Injury to Employees** | The second paragraph is replaced with: |
|  | “The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.” |
| **Sub-Clause 20.1 Claims** | In (a): “any additional payment” is replaced with “payment”. |
| **Sub-Clause 20.2 Claims for Payment and /or EOT** | The first paragraph is replaced with: “If either Party considers that it is entitled to claim under subparagraph (a) or (b) of Sub-Clause 20.1 (Claims), the following claim procedure shall apply:” |
| **Sub-Clause 21.1 Constitution of the DAAB** | First paragraph: the second sentence is replaced with: “The Parties shall jointly appoint the member (s) of the DAAB within 28 days after the Commencement Date, unless stated otherwise in the Contract Data.” |
|  | Second paragraph: At the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-clause 3.3 of Appendix- General Conditions of Dispute Avoidance/ Adjudication Agreement.” |
| **Sub-Clause 21.6 Arbitration** | In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following: |
|  | “Arbitration shall be conducted as follows: |
|  | (a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language]. |
|  | 1. if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s Country.” |
| **Appendix - General Conditions of DAAB Agreement** | In 1.7 a (i):” authorized representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative and authorized representative of the Employer” |
|  | In 2.2: “either or” is deleted from the first sentence and “joint” added before “Notification to the DAAB” |
|  | In 7.3: “or” is deleted after sub-paragraph (b). In sub-paragraph (c), “.” Is replaced with: “; or” |
|  | and sub-paragraph (d) added as: “(d) is required by the Bank.” |
|  | In 9.1 c): “business class or equivalent” is replaced with: “in less than first class” |
|  | In 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively. |
|  | In 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAAB Agreement”. |

**Particular Conditions**

Part C - Environmental, Social, Health and Safety (ESHS)

1. **Preamble**

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

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

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

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

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

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

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

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

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

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

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

1. **Payment for ESHS Requirements**

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

1. **Minimum Content of ESHS requirements**

***[Note to Employer: the following metrics may be amended to reflect the Employer’s environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works. This Part of the Particular Conditions shall be consistent with the requirements in Particular Conditions - Part B Sub-Clause 4.20 (g)]***

*Metrics for regular reporting:*

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

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

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

d. *status of all permits and agreements:*

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

ii. status of permits and consents:

- list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);

- list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);

- identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);

- for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).

e. *health and safety supervision:*

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

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

f. *worker accommodations:*

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

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

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

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

h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*

i. *training:*

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

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

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

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

j. *environmental and social supervision:*

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

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

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

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

i. Worker grievances;

ii. Community grievances

l. *Traffic and vehicles/equipment:*

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

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

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

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

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

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

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

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

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

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

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

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

n. *compliance:*

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

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

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

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

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

**Particular Conditions**

Part D - Contractor's Code of Conduct

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

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

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

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

1. **Code of Conduct Requirements**

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

The issues to be addressed include:

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

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

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

Cross-reference other sections as needed.

**Particular Conditions**

Part E - Adjustments for Changes in Cost

The readjustment to prices shall apply after a 3% variation in the indexes. Should the variation in any index, during any period be lower or equal to 3%, it shall be considered as there is no variation in the index.

If the current price index indicates a 15% increase, or more over the base price, the Contractor shall not be able to carry out activities related to the affected items without a written approval from the Engineer.

The maximum allowable adjustment shall be limited to an increase

of \_\_\_\_\_\_\_\_ *[Note to Employer, for example 25% but the Employer may justify using a different percentage or, not indicate any limit, depending on the expected inflation rate during the construction period*] of the terms base price.

If the maximum adjustment permitted is achieved for any of the items, the Employer reserves its right to reduce the quantities of work or facilities associated to the items reaching the maximum adjustment permitted.

Price(s) readjustments do not apply to works implemented outside the original execution timetables and extension granted. Prices regarding Works executed outside the approved current timetable must be executed by the Contractor for the value of contractual prices without readjustment.

Price readjustments shall be calculated according to the Preamble instructions and the indexes in the Adjustment Data Form, Section V “Bidding Forms” of the bidding document, if they were submitted by the Contractor

The Employer shall not make or pay any type of the contract price readjustment as a result of variations in the financing conditions or interest rate changes in the national or international markets”.

Period “n” applicable to adjustment multiplier “Pn”: 2 (two months).

**Particular Conditions**

Part F - Schedule of Payment Currencies

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

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

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

**Particular Conditions**

Part G - Insurance

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

1. **Contractor Third Parties Liability Insurance according to Sub-Clause 19.2**
2. **Parts insured**

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

1. **Coverage/Subject**

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

1. **Coverage Period**

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

1. **Liability Limit**

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

1. **Deductible**

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

1. **Territorial Limits**

Employer Country

1. **Policy Jurisdiction**

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

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

(d) Additional insured;

(e) Losses mitigation;

(f) Legal costs in addition to liability limit;

(g) Shared liability/responsibility; and

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

**(ix) General Acceptable Exclusions**

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

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

Aircraft or hovercraft;

Vessels or small watercraft;

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

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

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

1. **Parts insured**

For the Contractor and the Employer respective rights and interests.

1. **Coverage /Subject**

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

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

1. **Coverage Period**

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

1. **Amount insured**

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

1. **Deductible**

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

1. **Territorial Limits**

Employer Country

|  |
| --- |
| Section IX. Annex to the Particular Conditions - Contract Forms |

Table of Forms

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Notification of Intention to Award

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

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

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone number: *[insert Authorized Representative’s telephone number]*

Email Address: *[insert Authorized Representative’s email address]*

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

**DATE OF TRANSMISSION**: This Notification is sent by e-mail 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 39.1, in the evaluation of bids or pursuant to ITB 39.2 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 Independent Probity Assurance Authority]* |

1. **How to request a debriefing**

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

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Beneficial Ownership Disclosure Form

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

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

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

*directly or indirectly holding 25% or more of the shares*

*directly or indirectly holding 25% or more of the voting rights*

*directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

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

**RFB identification**: [*insert identification*]

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

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

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

**Details of beneficial ownership**

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

***OR***

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

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

**OR**

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

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

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

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

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

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

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

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

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

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

Notification of Award

Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

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

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

You are requested to furnish (i) the Performance Security and an Environmental, Social, Health and Safety Performance Security ***[Delete ESHS Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ESHS Performance Security Form, ***[Delete reference to the ESHS Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with BDS in reference to ITB 40.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

|  |
| --- |
| Contract Agreement |

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

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

The Employer and the Contractor agree as follows:

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

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

1. the Letter of Acceptance
2. the Bid (the last, if BAFO or Negotiations was used)
3. the addenda Nos \_\_\_\_\_\_\_\_(if any)
4. the Particular Conditions
5. the General Conditions;
6. the Specification
7. the Drawings*;* and
8. the completed Schedules, (the last, if BAFO or Negotiations was used)

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the day, month and year indicated above.

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

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

|  |
| --- |
| Performance Security |

**Option 1: (Demand Guarantee)**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

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

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

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

At the request of the Contractor, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]*,[[26]](#footnote-26)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[27]](#footnote-27)2, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

**Option 2: Performance Bond**

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

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

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

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

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

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

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

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

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

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

SIGNED ON on behalf of

By in the capacity of

In the presence of

SIGNED ON on behalf of

By in the capacity of

In the presence of

|  |
| --- |
| Environmental, Social, Health and Safety (ESHS) Performance Security |

**ESHS Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ ( ),[[28]](#footnote-28)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental, Social, Health and/or Safety (ESHS) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [[29]](#footnote-29)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

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

|  |
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| Advance Payment Security |

**Demand Guarantee**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

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

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

At the request of the Contractor, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words][[30]](#footnote-30)1* 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 \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[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) p percent of the Contract Price has been certified for payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_,[[31]](#footnote-31)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

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

|  |
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| Retention Money Security |

**Demand Guarantee**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

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

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

**RETENTION MONEY GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of *[insert* the second half of the Retention Money *or* *if* *the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,* the difference between half of the Retention Money and the amount guaranteed under the Performance Security*]* is to be made against a Retention Money guarantee.

At the request of the Contractor, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words][[32]](#footnote-32)1* 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 payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Bank]*.

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. 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.

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

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

Attachments: Forms of Invitation for Bid

**Form of Invitation for Bids[[33]](#footnote-33)**

*(following Prequalification)*

*[letterhead paper of the Employer]* [[34]](#footnote-34)

*[date]*

To: *[name of Contractor]*

*[address]*

Reference*: [Insert IDB Loan No.]*

Contract Name, and Identification No. \_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_[[35]](#footnote-35)

Dear Sirs:

We hereby inform you that you are prequalified for bidding for the above cited contract. A list of prequalified and conditionally prequalified Applicants is attached to this invitation.

On the basis of information submitted in your application, you would *[*not*]* *(insert if appropriate)* appear eligible for application of the domestic bidder price preference in bid evaluation. Eligibility is subject to confirmation at bid evaluation.

We now invite you and other prequalified Applicants to submit sealed bids for the execution and completion of the cited contract.

You may obtain further information from, and inspect and acquire the bidding document at, our offices at *[mailing address, street address]*.[[36]](#footnote-36)

A complete set of the bidding document may be purchased by you at the above office, on or after *[time and date]* and upon payment of a nonrefundable fee of *[insert amount and currency]*.[[37]](#footnote-37)

All Bids must be accompanied by a *[insert “Bid Security” or “Bid-Securing Declaration,” as appropriate]* of *[insert amount and currency in case of a Bid Security.]*, and must be delivered to *[address and exact location]* at or before *[time and date]*. [*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”.]* Bids will be opened immediately thereafter in the presence of bidders’ representatives who choose to attend.[[38]](#footnote-38)

Please confirm receipt of this letter immediately in writing e-mail. If you do not intend to bid, we would appreciate being so notified also in writing at your earliest opportunity.

Yours truly,

Authorized signature

Name and title

Employer

**SPECIFIC PROCUREMENT NOTICE**

**REQUEST FORD BIDS**

*(without Prequalification)*

[*NAME OF COUNTRY*]

[*NAME OF PROJECT*]

[*BRIEF DESCRIPTION OF WORKS*]

Loan No.

Contract/Bid No.

This invitation for bids follows the general procurement notice for this project that appeared in *Development Business* No. [*insert number*] of [*insert date*].[[39]](#footnote-39)

The [*insert name of Borrower*] [*has received/has applied for/intends to apply for*] a [*loan/credit*] from the [*Inter-American Development Bank (IDB)*] toward the cost of the [*insert name of Project*], and it intends to apply part of the proceeds of this [*loan/credit*] to payments under the contract for [*insert name/no. of Contract*].[[40]](#footnote-40) The [*insert name of implementing agency*] now invites sealed bids from eligible bidders for [*insert description of works to be procured*].[[41]](#footnote-41) The delivery/construction period is [*insert number of days/months/years or dates*].[[42]](#footnote-42)

RFB will be conducted through the international competitive bidding procedures specified in the Inter-American Development Bank’s *Policies for The Procurement of Works and Goods Financed By The Inter-American Development Bank*, and is open to bidders from all countries as defined in the guidelines.[[43]](#footnote-43)

Interested eligible bidders may obtain further information from and inspect the bidding document at the [*insert name of agency*] at the address below [*state address at end of document*] from [*insert office hours*].[[44]](#footnote-44) A complete set of bidding document in [*insert name of language*] may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee[[45]](#footnote-45) of [*insert amount in local currency*] or in [*insert amount in specified convertible currency*]. The method of payment will be [*insert method of payment*].[[46]](#footnote-46) The document will be sent by [*insert delivery procedure*].[[47]](#footnote-47) [*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”.]*

Bids must be delivered to the address below by [*insert time and date*]. All bids must be accompanied by a bid security of [*insert amount in local currency or minimum percentage of bid price]* or an equivalent amount in a freely convertible currency.[[48]](#footnote-48) Late bids will be rejected.Bids will be opened in the presence of bidders’ representatives and anyone who choose to attend at the address below[[49]](#footnote-49) at [*insert time and date*].

*[Insert name of office]*

*[Insert name of officer]*

*[Insert postal address and/or street address]*

Tel: *[Indicate country and city code]*

E-mail: *[Indicate E-mail address]*

1. The Bank has two types of international public bidding documents (LPI): Request for Bids (RFB) that shall be used when the Borrower can specify in detail all the requirements, which allows firms to submit bids that meet the requirements established in the bidding document and where the evaluation criteria are normally expressed in monetary terms; and the Request for Proposals (RPF) to be used when the Borrower cannot clearly specify its requirements (in general, it is used for complex and innovative procurement), which allows firms to submit proposals that vary in the degree of compliance with the requirements established in the bidding document; in that case, the evaluation criteria usually include rated type criteria. [↑](#footnote-ref-1)
2. In such cases, the Bank must be satisfied with the functionality of said system, as provided in paragraph 3.21 of the Procurement Policies GN-2349-15. [↑](#footnote-ref-2)
3. 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-3)
4. Control means the power to, directly or indirectly, direct or cause the direction of the management and policies of the companies or projects, whether through the ownership of voting shares, by contract or otherwise. It could include majority ownership of voting shares, other control mechanisms (such as “golden shares”, veto rights or shareholders’ agreements requesting special majorities) or, in the case of investment fund financing, the control exercised by a general partner or fund manager. Control will be determined in the context of each specific case. [↑](#footnote-ref-4)
5. A close relationship should be understood as being related up to the fourth degree of relationship by blood (consanguinity) or by adoption, or up to the second degree of relationship by marriage or domestic partnership (affinity). [↑](#footnote-ref-5)
6. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the bidders’ quoted rates and included in the total Bid price. [↑](#footnote-ref-6)
7. Employers shall not reject bids or annul bidding processes, except as permitted in the Policies for the Procurement of Goods and Works financed by the Bank. [↑](#footnote-ref-7)
8. Non-performance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-8)
9. This requirement also applies to contracts executed by the Bidder as JVCA member. [↑](#footnote-ref-9)
10. The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid. [↑](#footnote-ref-10)
11. The Employer may use this information to seek further information or clarifications in carrying out its due diligence. [↑](#footnote-ref-11)
12. Substantial completion shall be based on 80% or more works completed under the contract. [↑](#footnote-ref-12)
13. For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement [↑](#footnote-ref-13)
14. In the case of JVCA, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JVCA meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated. [↑](#footnote-ref-14)
15. Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.  [↑](#footnote-ref-15)
16. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. [↑](#footnote-ref-16)
17. Bidder to use as appropriate [↑](#footnote-ref-17)
18. The method of measurement should be spelled out precisely in the Preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the *Standard Method of Measurement* of the U.K. Institution of Civil Engineers. [↑](#footnote-ref-18)
19. The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used. [↑](#footnote-ref-19)
20. The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used. [↑](#footnote-ref-20)
21. The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used. [↑](#footnote-ref-21)
22. If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified. [↑](#footnote-ref-22)
23. If applicable [↑](#footnote-ref-23)
24. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified. [↑](#footnote-ref-24)
25. 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-25)
26. 1 The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Employer. [↑](#footnote-ref-26)
27. 2 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 might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-27)
28. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-28)
29. *2 Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-29)
30. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer. [↑](#footnote-ref-30)
31. 2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-31)
32. 1 The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer. [↑](#footnote-ref-32)
33. This sample “Form of Invitation for Bids” is a basic form that should be adapted appropriately by the Employer to cover the following points as required:

    the conditions, if any, for prequalification, stating explicitly the deficiencies that must be corrected to meet al the conditions and the time to fulfill them before bid submission;

    in slice and package bidding, the number of individual contracts (slices) or the specified ceiling amount in total value for which the Applicant is qualified; and

    the finalization of preliminary joint venture agreement and any modifications required. [↑](#footnote-ref-33)
34. The Borrower and the Employer may be the same or different entities. The text of the Invitation for Bids and the texts of the other documents herein must be footnoted to indicate which agency will act as the Employer. [↑](#footnote-ref-34)
35. The Employer should insert the name and identification number of a single contract, or for concurrent slice and package bidding, those of individual contracts (slices) within the package for which Applicants expressed a preference, and for which they are prequalified. [↑](#footnote-ref-35)
36. The office for inquiries and issue of bidding document and the office for bid submission may or may not be the same. The place of bid opening may also differ and, if so, should be identified. [↑](#footnote-ref-36)
37. The chargeable fee should only be nominal, to cover reproduction and mailing costs. An amount of between US$50 and US$500 equivalent is considered appropriate, depending on the size and complexity of the works and the bidding document. [↑](#footnote-ref-37)
38. Coordinate this paragraph with Clause 25 of Section II, Instructions to Bidders, “Bid Opening.” Also see footnote 4. [↑](#footnote-ref-38)
39. Day, month, year; for example, 19 December 2018. [↑](#footnote-ref-39)
40. [Insert the following if applicable]. This Contract will be jointly financed by [insert name of cofinancing agency]. Bidding will be governed by the Inter-American Development Bank’s eligibility rules and procedures. [↑](#footnote-ref-40)
41. A brief description of the type(s) of goods or 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. Bidding document may require bidders to have specific experience or capabilities; such restrictions should also be included in this paragraph. [↑](#footnote-ref-41)
42. Insert this sentence if applicable. [↑](#footnote-ref-42)
43. 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. [↑](#footnote-ref-43)
44. For example, 0900 to 1200 hours. [↑](#footnote-ref-44)
45. The fee, to defray printing and mailing/shipping costs, should be nominal. [↑](#footnote-ref-45)
46. For example, cashier’s check, direct deposit to specified account number, etc. [↑](#footnote-ref-46)
47. The delivery procedure is usually air mail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery. [↑](#footnote-ref-47)
48. 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 is not required (often the case in supply contracts), the paragraph should so state. [↑](#footnote-ref-48)
49. The office for bid opening may not necessarily be the same as that for inspection or issuance of documents or for bid submission. If they differ, each address must appear at the end of the notice and be numbered; as, for example, (1), (2), (3). The text in the paragraph would then refer to address (1), (2), etc. Only one office and its address may be specified for submission, and it should be near the place where bids will be opened [↑](#footnote-ref-49)