



The OPEC Fund for International Development

STANDARD BIDDING DOCUMENT FOR PROCUREMENT OF MAJOR WORKS

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Forward

These Standard Bidding Documents (SBD) for Procurement of Works have been prepared by the OPEC Fund for International Development (OPEC Fund) to be used for the procurement of admeasurement (unit price or rate) type of works through International Competitive Bidding (ICB) in projects that are financed in whole or in part by the OPEC Fund. These Bidding Documents are 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 may be used for project of major works contracts (those estimated to cost more than US\$10 million, including contingency allowance) unless the Fund agrees to the use of other Bidding Documents.

This SBD for procurement of major works is harmonized with the Master Bidding Documents for Procurement of Works, prepared by the Multilateral Development Banks and reflect “best practices” by these institutions. This SBD for procurement of major works reflect the structure and the provisions of the Master Bidding Documents, except where specific considerations within OPEC Fund have required a change.

This SBD has been prepared to accommodate the bidding procedure either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding due to exceptional circumstances. The users should carefully choose an appropriate option (Option A: with prequalification; or Option B: without prequalification) while preparing the bidding document and choose an appropriate Evaluation and Qualification Criteria in Section III.

A separate User Guide for use of this document is available.

Those wishing to submit comments or questions on these Bidding Documents or to obtain additional information on procurement under OPEC Fund financing are encouraged to contact:

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Standard Bidding Document

Summary

Specific Procurement Notice

Specific Procurement Notice - Request for Bids (RFB)

The template attached is the Specific Procurement Notice for Request for Bids method, single-stage one-envelope bidding process. This is the template to be used by the Beneficiary.

Standard Bidding Document for Procurement of Major Works

PART 1 – Bidding Procedures

Section I - Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their Bids. It is based on single-stage, one envelope Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III - Evaluation and Qualification Criteria *(alternative Section III to be used when Pre-qualification has taken place before bidding)*

This Section specifies the criteria to determine the Bid offering the most value for Money and to ascertain the continued qualification of the Bidder to perform the contract. The Bid offering the most Value for Money is the Bid of the Bidder whose Bid has been determined to be:

- (a) Substantially responsive to the bidding document, and
- (b) The lowest evaluated cost.

Section IV - Bidding Forms

This Section includes the forms for the Bid submission, Bill of Quantities, Schedules of Technical Proposal, including technical and financial qualifications, personnel, financial resources, and equipment, Bid Security and others to be completed by the Bidder and submitted as part of its Bid.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI – Corrupt and Fraudulent Practices

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

PART 2 – Work’s Requirements

Section VII - Works’ Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works’ Requirements also include the environmental and social (ES) requirements to be satisfied by the Contractor in executing the Works.

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions

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

Section IX - Particular Conditions

This Section consists of the Particular Conditions of Contract, consisting of: Part A – Contract Data; Part B – Specific Provisions; Part C – Fraud and Corruption; and part D – Environmental, Social, Health and Safety Reporting metrics for Progress Reports. The contents of this Section supplement the General Conditions and shall be prepared by the Employer.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Specific Procurement Notice (SPN) (Letterhead of the Employer)

Country: *[insert country/Beneficiary name]*

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

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

Employer: *[insert the name of the Employer's agency]*

Financier: *[insert name of the financier]*

ICB No: *[insert invitation reference number]*

Issued on: *[insert date when invitation is issued to the market]*

1. The *[insert name of Beneficiary]* *[choose has received, or has applied for, or intends to apply for]* financing from the OPEC Fund for International Development (OPEC Fund) or name of any other financier toward the cost of the *[insert name of project or grant]* and intends to apply part of the proceeds toward payments under the contract¹ for *[insert title of contract]*².
2. The *[insert name of executing agency]* now invites sealed Bids from eligible Bidders for *[insert brief description of works, location, construction period, margin of preference if applicable, etc.]*³.
3. Bidding will be conducted through International Competitive Bidding (ICB) process as specified in the OPEC Fund's *Principles for Procurement of Goods, Works and Services ("Principles")* and *Procedures for Procurement of Goods, Works and Non-consulting Services ("Procedures")* *[insert date of applicable Procurement Procedures edition as per legal agreement]* and is open to all Bidders as defined in the *Procurement Procedures*.
4. Interested eligible Bidders may obtain further information from *[insert name of executing agency, insert name and e-mail of officer in charge]* and inspect the

¹ Substitute "*contracts*" where Bids are called concurrently for multiple contracts. Add a new paragraph number 3 as follows: "Bidders may Bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid". Renumber the subsequent paragraphs.

² Insert if applicable: "This contract will be jointly financed by *[insert name of co-financing agency]*. Bidding process will be governed by Fund's Procurement procedures".

³ A brief description of the type(s) of works should be provided, including quantities, location, construction period, application of margin of preference, and any other information necessary to enable potential Bidders to decide whether or not to respond to the Request for Bids. Bidding document may require Bidders to have specific experience or capabilities, and such qualification requirements should be included in this paragraph.

bidding document during office hours *[insert office hours if applicable]* at the address given below *[state address at the end of this RFB]*⁴.

5. The bidding document in *[insert name of language]* may be purchased by interested eligible Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee⁵ of *[insert amount in Beneficiary's currency or in a convertible currency]*. The method of payment will be *[insert method of payment]*.⁶ The document will be sent by *[insert delivery procedure]*.⁷
6. Bids must be delivered to the address below *[state address at the end of this RFB]*⁸ on or before *[insert time and date]*. Electronic Bidding *[choose one: will/will not]* be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below *[state address at the end of this RFB]* on *[insert time and date]*.
7. All Bids must be accompanied by a *[choose Bid Security or Bid-Securing Declaration as appropriate]* of *[insert amount and currency in case of a Bid Security]*.
8. ***[Insert this paragraph, if applicable: "Procurement Procedures may require the Beneficiary to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, and use the Beneficial Ownership Disclosure Form as included in the bidding document."]***

[Insert name of office]

[Insert name of officer and title]

[Insert postal address and/or street address, postal code, city and country]

[Insert telephone number, country and city codes]

[Insert facsimile number, country and city codes]

[Insert email address]

[Insert web site address]

⁴ The Office for inquiry and issuance of the Bidding Document and that for Bid submission may or may not be the same.

⁵ The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between US\$50 and US\$300, or equivalent is deemed appropriate.

⁶ For example, cashier's check, direct deposit to specified account number, etc.

⁷ The delivery procedure is usually airmail for overseas delivery and surface mail, or courier, for local delivery. If urgency or security dictates, courier services may be required for overseas delivery. With the agreement of the Fund, documents may be distributed by e-mail, downloaded from authorized secure web site(s), or an electronic procurement system.

⁸ Substitute the address for Bid submission if it is different from address for inquiry and issuance of bidding document.

Bidding Document for Procurement of Major Works

Procurement of:

[insert identification of the Works]

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

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

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

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

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

Financier: *[insert name of the financier]*

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

Issued on: *[insert date when SPN is issued to the market]*

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PART 1 – Bidding Procedures

Section I – Instructions to Bidder

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Section I - Instructions to Bidders (ITB)

A. General

1. Scope of bid
 - 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this International Competitive Bidding (ICB) process are provided in the **BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
 - (c) “day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Beneficiary. It excludes the Beneficiary’s official public holidays;
 - (d) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.
2. Source of Funds
 - 2.1 The Beneficiary or Recipient (hereinafter called “Beneficiary”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the OPEC Fund and any other financier (hereinafter called “Funds”) in an amount **specified in the BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
 - 2.2 Payment by the Fund will be made only at the request of the Beneficiary and upon approval by the Fund, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement

prohibits a withdrawal from the Financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Fund, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or policy of the Fund. No person other than the Beneficiary shall derive any rights from the Financing Agreement or have any claim to the funds.

3. **Corrupt and Fraudulent Practice**

- 3.1 The Fund requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers and their personnel, to permit the Fund to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Fund.

4. **Eligible Bidders**

- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity subject to ITB 4.5 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS,** there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder has any of the following:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Beneficiary as Engineer for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Beneficiary (or of the project implementing agency, or of a recipient of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the bidding documents 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 Fund throughout the procurement process and execution of the contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. 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 JV member, may participate as a subcontractor in more than one Bid.

- 4.4 A Bidder shall have the nationality of any country, subject to the restrictions pursuant to ITB 4.8 and in accordance with Section V. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related services.
- 4.5 A Bidder that has been sanctioned by the Fund in accordance with the above ITB 3.1, including in accordance with the Recommended Procedures for Procurement of Goods, Works and Related Services under the Fund Project Financing ("Procurement Procedures"), shall be ineligible to be prequalified for, bid for, or be awarded a Fund-financed contract or benefit from a Fund - financed contract, financially or otherwise, during such period of time as the Fund shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**
- 4.6 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Fund's satisfaction, through all relevant documents, including its Charter and other information the Fund may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the

enterprise or has the ability to exercise influence or control over the enterprise or institution.

- 4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.8 Firms and individuals from a country may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country, provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Beneficiary's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 This bidding is open only to prequalified Bidders unless **specified in the BDS.**
- 4.10 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. **Eligible
Materials,
Equipment, and
Services**

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Fund may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Documents

6. **Sections of
Bidding
Documents**

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

PART 1 – Bidding Procedures

- Section I. Instructions to Bidders (ITB)

- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Corrupt and Fraudulent Practices

PART 2 – Works Requirements

- Section VII. Works Requirements

PART 3 – Conditions of Contract and Contract Forms

- Section VIII. General Conditions (GC)
- Section IX. Particular Conditions (PC)
- Section X. Annex to the Particular Conditions – Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid conference (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly by the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid conference 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 fourteen (14) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding

Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 22.2.

- 7.2 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.
- 7.3 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.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid conference. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the conference.
- 7.6 Minutes of the pre-bid conference, if applicable, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the conference, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the Minutes of the pre-Bid conference at the web page **identified in the BDS**. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid conference 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 conference. Nonattendance at the pre-bid conference will not be a cause for disqualification of a Bidder.

- | | | |
|--|-----|---|
| 8. Amendment of Bidding Documents | 8.1 | At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda. |
| | 8.2 | Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1. |
| | 8.3 | To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 22.2. |

C. Preparation of Bids

- | | | |
|---|------|--|
| 9. Cost of Bidding | 9.1 | 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. |
| 10. Language of Bidding | 10.1 | 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 as 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 as specified in the BDS , in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents Comprising the Bid | 11.1 | <p>The Bid shall comprise of the following:</p> <ul style="list-style-type: none">(a) Letter of Bid and Appendix to Bid;(b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14; |

- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
 - (d) alternative bids, if permissible, in accordance with ITB13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as specified in accordance with ITB 4.9, the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (g) technical Proposal in accordance with ITB 16; and
 - (h) any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
12. **Letter of Bid and Schedules**
- 12.1 The Letter of Bid and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
13. **Alternative Bids**
- 13.1 **Unless otherwise specified in the BDS**, alternative bids shall not be considered.
- 13.2 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.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the

requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

- 13.4 **When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts **will be identified in the BDS** and described in Section VII, Works Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

- 14.1 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.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works as described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 **Unless otherwise specified 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.

- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts 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. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
15. **Currencies of Bid and Payment**
 - 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.
 - 15.2 Bidder may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
16. **Documents Comprising the Technical Proposal**
 - 16.1 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, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the work requirements and the completion time.
17. **Documents Establishing the Qualifications of the Bidder**
 - 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as specified in ITB 4.8, the Bidder

shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

- 17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
- 17.3 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

18. **Period of
Validity of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non responsive.
- 18.2 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.
- 18.3 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 determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS.**
- (b) In the case of adjustable price contracts, the bid price shall not be adjusted.
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 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.**
- 19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS,**

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. 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.

- 19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid

security shall be rejected by the Employer as non responsive.

- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security pursuant to ITB 46.
- 19.6 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.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a performance security in accordance with ITB 46.
- 19.8 The bid security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9 If a bid security is not required in the BDS pursuant to ITB 19.1, and
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid; or
 - (b) if the successful Bidder fails to sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

the Beneficiary may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

**20. Format and
Signing of Bid**

- 20.1 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.
- 20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 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.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 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

**21. Sealing and
Marking of Bids**

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:

- (a) In an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and
- (b) In an envelope marked "COPIES", all required copies of the Bid; and
- (c) If alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - (i) In an envelope marked "ORIGINAL-ALTERNATIVE", the alternative Bid; and
 - (ii) In the envelope marked "COPIES - ALTERNATIVE Bid" all required copies of the alternative Bid.

21.2 The inner and outer envelope shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this bidding process specified in the BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

21.3 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.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. **When so specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the

deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) 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

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

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 Except in the cases specified in ITB 23.1 and ITB 24.2, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and those in attendance. 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**.

25.2 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.

25.3 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.

- 25.4 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.
- 25.5 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at bid opening shall be considered for evaluation. Where practical, the Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS.**
- 25.7 The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
 - (c) any alternative bids; and
 - (d) the presence or absence of a bid security, if one was required.
- 25.9 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

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| 26. Confidentiality | <p>26.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 43.</p> <p>26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.</p> |
| 27. Clarification of Bids | <p>27.1 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, allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.</p> <p>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p> |
| 28. Deviations, Reservations, and Omissions | <p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none">(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;(b) "Representation" is the setting of limiting conditions or withholding from complete |

acceptance of the requirements specified in the Bidding Documents; and

- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**29. Determination
of
Responsiveness**

29.1 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.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) If accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 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 VII, Works Requirements have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonmaterial
Nonconformities**

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial

nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 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 in the manner **specified in the BDS**.

**31. Correction of
Arithmetical
Errors**

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

**32. Conversion to
Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.

**33. Margin of
Preference**

33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply

34. Subcontractors

- 34.1 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer (so-called “Nominated Subcontractors”).
- 34.2 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.
- 34.3 In case of Prequalification, the Bidder’s Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.
- 34.4 In case of Post-qualification, the Employer may permit subcontracting for certain specialized works as **indicated in the BDS**.
- 34.5 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 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.

35. Evaluation of Bids

- 35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Bid offering the most Value for Money. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) Substantially responsive to the bidding document; and
 - (b) The lowest evaluated cost.
- 35.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
 - (f) the additional evaluation factors are **specified in the BDS** and in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If these Bidding Documents allows Bidders to quote separate prices for different 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.
- 36. Comparison of Bids**
- 36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the Bid offering the most Value for Money.
- 37. Abnormally Low Bids**
- 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

- 37.3 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.
- 38. Unbalanced or Front Loaded Bids**
- 38.1 If the Bid that is evaluated as offering the most Value for Money 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.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
 - (b) 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;
 - (c) reject the Bid.
- 39. Qualification of the Bidder**
- 39.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the most Value for Money and substantially responsive bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 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. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 39.3 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.

40. Bid Offering the Most value for Money

40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Bid offering the Most Value for Money. The Bid offering the Most Value for Money is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) Substantially responsive to the Bidding document; and
- (b) The lowest evaluated cost.

41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

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

42. Standstill Period

42.1 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 the day after the date 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 Fund, the Standstill Period shall not apply.

43. Notification of Intention to Award

43.1 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:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) 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;

- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

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| 44. Award Criteria | 44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder offering the Most Value for Money. |
| 45. Notification of Award | <p>45.1 Prior to the expiration of the Bid validity period [and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period,] the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification 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”).</p> <p>45.2 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:</p> <ul style="list-style-type: none"> (a) name and address of the Employer; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) 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; and (e) name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope. |

45.3 The Employer shall publish the Contract Award Notice in the United Nations Development Business (UNDB) online or Dg Market website in addition to the Fund's external website and on the Employer's website if available.

45.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

**46. 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. 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 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

**47. Signing of
Contract**

47.1 Promptly upon notification, the Employer shall send the successful Bidder the Letter of Acceptance including the Contract Agreement.

- 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.
48. **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 in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Annex to the Particular Conditions, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 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 Bidder whose Bid offers the next most Value for Money.
49. **Procurement Related Complaint**
- 49.1 The procedures for making a Procurement-related Complaint are as **specified in the BDS**.

Section II - Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

A. General	
ITB 1.1	The identification number of the ICB is: <i>[insert identification number]</i>
ITB 1.1	The Employer is: <i>[insert complete name]</i>
ITB 1.1	<p>The Name of the ICB is: <i>[insert complete name]</i></p> <p>The number and identification of lots (contracts) comprising this ICB is: <i>[insert number of lots and identification number of each lot, if applicable]</i></p>
ITB 1.2 (a)	<p><i>[delete if not applicable]</i></p> <p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p><i>[insert name of the e-system and url address or link]</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process:</p> <p><i>[list aspects here and modify the relevant parts of the BDS accordingly e.g., issuing bidding document, submissions of Bids, opening of Bids]</i></p>
ITB 2.1	The Beneficiary is: <i>[insert complete name]</i>
ITB 2.1	The name of the Financier is: _____
ITB 2.1	Financing Agreement amount: _____
ITB 2.1	The Name of the Project is: <i>[insert name of the Project]</i>
ITB 4.1	Maximum number of members in the JV shall be: _____
ITB 4.5	<p>A list of debarred firms and individuals is available at <i>[insert name of the website. If not known, consult Fund]</i>.</p> <p>website: http://www.opecfund.org</p>

ITB 4.9	This Bidding Process <i>[insert “is or “is not”]</i> subject to prequalification
B. Bidding Documents	
ITB 7.1	<p>For clarification purposes only, the Employer’s address is:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[insert telephone number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert email address, if applicable]</i></p>
ITB 7.1	Web page: _____
ITB 7.4	<p>A Pre-Bid conference <i>[insert “shall” or “shall not”]</i> take place at the following date, time and place:</p> <p>Date: _____</p> <p>Time: _____</p> <p>Place: _____</p> <p>A site visit conducted by the Employer <i>[insert “shall be” or “shall not be”]</i> organized</p>
ITB 7.6	Web page: <i>[in case used, identify the website for publishing Minutes of Pre-Bid Conference]:</i> _____
C. Preparation of Bids	
ITB 10.1	<p>The language of the bid is: <i>[insert language: Arabic, English, French or Spanish]</i></p> <p>[Note: <i>In addition to the above language, and if agreed with Fund, the Employer has the option to issue translated versions of the bidding documents in another language which should either be: (a) the national language of the Beneficiary; or (b) the language used nation-wide in the Beneficiary’s country for commercial transactions. In such case, the following text shall be added]:</i></p> <p><i>“In addition, the bidding documents are translated into the [insert national or nation-wide used] language [if there are more than one</i></p>

	<p><i>national or nation-wide used language, add “and in the _____” [insert the second national or nation-wide language].</i></p> <p><i>Bidders shall have the option to submit their bid in any one of the languages stated above. Bidders shall not submit Bids in more than one language]”.</i></p> <p>All correspondence exchange shall be in _____ language.</p> <p>Language for translation of supporting documents and printed literature is _____ <i>[Specify one language]</i></p>
ITB 11.1 (h)	<p>The Bidder shall submit with its bid the following additional documents:</p> <p><i>[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:]</i></p> <p>Code of Conduct (ESHS)</p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-clause 1.1.2.7 of the GC), to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p> <p><i>[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.]</i></p> <p>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.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <p><i>[Note: insert name of plan and specific risk/s];</i></p> <ul style="list-style-type: none"> • <i>[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];</i> • <i>[e.g. Water Resource Protection Plan to prevent contamination of drinking water];</i>

	<ul style="list-style-type: none"> • [e.g. <i>Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts</i>]; • [e.g. <i>Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit</i>]; • [e.g. <i>Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan</i>]. <p>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.</p> <p><i>[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). 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.]</i></p>
ITB 12.1	<p>The units and rates in figures entered into the Bill of Quantities (BoQ) and Daywork Schedule should be typewritten; if written by hand, must be in print form. BoQ and Daywork Schedule not presented accordingly may be considered nonresponsive.</p>
ITB 13.1	<p>Alternative Bids <i>[insert "shall be" or "shall not be"]</i> considered.</p> <p><i>[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details].</i></p>
ITB 13.2	<p>Alternative times for completion <i>[insert "shall be" or "shall not be"]</i> permitted.</p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
ITB 13.4	<p>Alternative technical solutions shall be permitted for the following parts of the Works: <i>[insert parts of the Works]</i>.</p>

	If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITB 14.5	The prices quoted by the bidder [insert “shall “or “shall not”] be subject to adjustment during the performance of the Contract
ITB 15.1	<p>The currency(ies) of the bid and the payment currency(ies) shall be in accordance with Alternative _____ as described below:</p> <p>Alternative A (Bidders to quote entirely in local currency):</p> <p>(a) The unit rates and the prices shall be quoted by the Bidder in the Bill of Quantities, entirely in _____, <i>[insert the name of the currency of the Employer’s Country]</i> 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.</p> <p>(b) The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Bidder in the 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.</p> <p>Alternative B (Bidders allowed to quote in local and foreign currencies):</p> <p>The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <p>(a) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in _____, <i>[insert the name of the currency of the Employer’s Country]</i>, and further referred to as “the local currency”; and</p> <p>(b) 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</p>
ITB 18.1	The bid validity period shall be <i>[insert the number of days deemed appropriate]</i> days.
ITB 18.3 (a)	The bid price shall be adjusted by the following factor: _____

	<i>[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i>
ITB 19.1	<p><i>[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A Bid Security <i>[insert “shall be” or “shall not be”]</i> required.</p> <p>A Bid-Securing Declaration <i>[insert “shall be” or “shall not be”]</i> required.</p> <p>If a bid security shall be required, the amount and currency of the bid security shall be: _____</p> <p><i>[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]</i></p> <p><i>Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Employer will determine for which lot or lots the Bid Security amount shall be applied.]</i></p>
ITB 19.3 (d)	<p>Other types of acceptable securities: _____</p> <p><i>[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.]</i></p>
ITB 19.9	<p><i>[The following provision should be included and the required corresponding information inserted <u>only</u> if a bid security is not required under provision ITB 19.1 and the Employer wishes to declare the Bidder ineligible for a period of time should the Bidder incur in the actions mentioned in provision ITB 19.9 (a) and (b), otherwise omit.]</i></p> <p>If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Beneficiary will declare the Bidder ineligible to be awarded contracts by the Employer for a period of _____ years.</p>
ITB 20.1	In addition to the original of the bid, the number of copies is: <i>[insert number of copies required]</i> .

ITB 20.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>[insert number of copies required]</i></p> <p><i>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</i></p> <p><i>(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1 (a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution”.</i></p>
D. Submission and Opening of Bids	
ITB 22.1	<p>For bid submission purposes only, the Employer’s address is: <i>[insert all required and applicable information]</i></p> <p>Attention: _____</p> <p>Street Address: _____</p> <p>Floor/Room number: _____</p> <p>City: _____</p> <p>ZIP Code: _____</p> <p>Country: _____</p> <p>The deadline for bid submission is:</p> <p>Date: _____</p> <p>Time: _____</p> <p>Bidders <i>[insert “shall” or “shall not”]</i> have the option of submitting their bids electronically.</p> <p><i>[The following provision should be included, and the required corresponding information inserted <u>only</u> if Bidders have the option of submitting their bids electronically. Otherwise omit.]</i></p> <p>If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>[insert a description of the electronic bidding submission procedures]</i></p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p><i>[insert all required and applicable information]</i></p> <p>Street Address: _____</p>

	<p>Floor/Room number: _____</p> <p>City: _____</p> <p>Country: _____</p> <p>Date: _____</p> <p>Time: _____</p> <p><i>[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].</i></p> <p>If bidders have the option of submitting their bids electronically, the electronic bid opening procedures shall be: _____</p>
ITB 25.6	<p>The Letter of Bid and Priced Bill of Quantities shall be initialed by _____ representatives of the Employer conducting Bid opening:</p> <p><i>[Insert procedure: Example: Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.]</i></p>
E. Evaluation, and Comparison of Bids	
ITB 30.3	<p>The adjustment shall be based on the _____ <i>(insert "average" or "highest")</i> price of the item or component as quoted in other substantially responsive Bids. 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.</p>
ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <i>[insert the name of the currency]</i></p> <p>The source of exchange rate shall be: <i>[insert the name of the source of the exchange rates]</i>.</p> <p>The date for the exchange rate shall be: <i>[specify date (day/month/year)]</i></p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure under Alternative _____ that follows:</p> <p>Alternative A: Bidders quote entirely in local currency</p>

	<p>For comparison of bids, the Bid Price, corrected pursuant to Clause 31, shall first be broken down into the respective amounts payable in various currencies by using the exchange rates specified by the bidder in accordance with Sub-Clause 15.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Bid Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p> <p>OR</p> <p>Alternative B: Bidders quote in local and foreign currencies</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to Clause 31, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
ITB 33.1	<p><i>[The following provision should be included, and the required corresponding information inserted <u>only</u> if the Procurement Plan authorizes the application of margin of preference and the Employer intends to apply it to the subject contract. Otherwise omit]</i></p> <p>A margin of preference <i>[insert either “shall” or “shall not”]</i> apply.</p> <p><i>[If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.]</i></p>
ITB 34.1	<p>At this time the Employer _____ <i>[insert “intends” or “does not intend”]</i> to execute certain specific parts of the Works by sub-contractors selected in advance.</p>
ITB 34.4	<p><i>[Indicate N/A if not applicable]</i></p> <p>The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows:</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Bidder for the purpose of evaluation.</p>

ITB 35.2 (f)	<p><i>[Delete this section if not applicable]</i></p> <p>Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.</p>
F. Award of Contract	
ITB 48.1 and 48.2	<p><i>[Delete the following if not applicable]</i></p> <p>The successful Bidder shall be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security.</p> <p><i>[Note: The ESHS Performance Security shall normally be required where ESHS risks are significant.]</i></p>
ITB 49	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement <u>Guidelines</u> (Annex B).” 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 either by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: <i>[insert full name of person receiving complaints]</i></p> <p style="padding-left: 40px;">Title/position: <i>[insert title/position]</i></p> <p style="padding-left: 40px;">Employer: <i>[insert name of Employer]</i></p> <p style="padding-left: 40px;">Email address: <i>[insert email address]</i></p> <p style="padding-left: 40px;">Fax number: <i>[insert fax number]</i> <i>delete if not used</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Employer shall use to evaluate bids and qualify Bidders. This SBD provides two options for evaluation of bids as follows:

- (a) Option A: Evaluation following prequalification; and
- (b) Option B: Evaluation without prequalification.

The Executing Agency shall choose an appropriate option depending on the nature and complexity of the Contract and accordingly design Evaluation and Qualification Criteria using the Bidding Forms provided in Section IV. In accordance with ITB 35 and ITB 37, no other criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Section III – Evaluation and Qualification criteria

Option A: Following Prequalification

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders in accordance with ITB 35 and ITB 37. 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.

In case a prequalification process precedes the bidding, updating of information pertaining to a Bidder's eligibility, historical contract nonperformance, and financial situation will be necessary during bidding.

Section III – Evaluation and Qualification criteria Option A: Following Prequalification

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Option A: EQC Following Prequalification

1. Qualification

1.1. Update of Information

The Bidder shall continue to meet the criteria used at the time of prequalification. Updating and reassessment of the following information which was previously considered during prequalification will be required for:

- (a) Eligibility
- (b) Pending Litigation
- (c) Financial Situation

1.2. Specialized Subcontractors

Only the specialized subcontractors as approved by the Employer will be considered. The specialized subcontractor shall continue to meet the criteria used at the time of prequalification.

The general experience and financial resources of the specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

1.3. Financial Resources

Using the relevant Forms No 3 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:

- (a) the following cash-flow requirement:; and
- (b) the overall cash flow requirements for this contract and its current Works commitment.

2. Evaluation

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

2.1. Assessment of adequacy of Technical Proposal with Requirements

The assessment of the Technical Proposal shall cover: (a) evaluation of the technical capacity of the Bidder to mobilize the key equipment and personnel for the performance of the Contract; (b) the method statement; (c) the Work schedule; and (d) the sourcing of materials, in conformity with Section VII, Works Requirements.

2.2. Multiple Contracts

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

Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

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

Packages

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

2.3. Alternative Completion Times

If permitted under ITB 13.2, will be evaluated as follows:

.....
.....
.....

2.4. Technical alternatives

If permitted under ITB 13.4, will be evaluated as follows:

.....
.....
.....

2.5. Sustainable Procurement

.....
.....

*[If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that: (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements].*

2.6. 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 1.1.2.7).

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	<i>[Environmental]</i>	e.g. degree in relevant environmental subject	e.g. <i>[years]</i> working on road projects in similar work environments
4	<i>[Health and Safety]</i>		
5	<i>[Social]</i>		e.g. <i>[years]</i> of monitoring and managing risks related to GBV/ SEA
6	<i>[add others as appropriate]</i>		

2.7. Equipment

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

[Specify requirements for each lot as applicable]

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.

2.8. Other Criteria

If permitted under ITB 35.2 (f), will be evaluated as follows:

.....
.....
.....

3. Financial Evaluation

3.1 Quantifiable Nonconformities and Omissions

Subject to ITB 17.2 and ITB 37.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

[Insert in the Bidding Document: "Pursuant to ITB 30.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced, but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."]

3.2 Domestic Preference

As per provision of Procedures for Procurement of Goods, Works and Non-Consulting Services, a margin of preference of seven and half percent (7.5%) may be granted to domestic contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Beneficiary and accepted by the Fund, a particular contractor or group of contractors qualifies for preference.
- (b) Responsive bids shall be classified into the following groups:
 - (i) **Group A:** bids offered by domestic contractors eligible for the preference;
 - (ii) **Group B:** bids offered by other contractors.

As a first evaluation step, all evaluated Bids in each group are compared to determine the Bid offering maximum VfM in that group, and the Bid offering maximum VfM from the two (2) groups are then compared with each other. If, as a result of this comparison, a Bid from Group A is the Bid offering maximum VfM, it shall be selected for the award of contract.

If a Bid from Group B is the Bid offering maximum VfM, a second evaluation step shall take place. All Bids from Group B shall then be further compared with the Bid offering maximum VfM from Group A. For the purpose of this further comparison only, an amount equal to up to 7.5% (seven and half percent) shall be added to the respective Bid price corrected for arithmetical errors, including unconditional discounts, but excluding provisional sums and the cost of day Works, if any, shall be added to the evaluated price offered in each Bid from Group B. If the Bid from Group A is the Bid offering maximum VfM, it shall be selected for award of contract. If not, the Bid offering maximum VfM from Group B based on the first evaluation step shall be selected.

3.3 Multiple Contracts

If works are grouped in multiple contracts (lots), and pursuant to ITB 37.4, the Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts to arrive at the least-cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts. If a Bidder as defined in ITB 4.1 submits several successful first-ranked bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

- Average annual construction turnover;
- Financial resources;
- Equipment to be allocated; and
- Personnel to be fielded.

Section III – Evaluation and Qualification Criteria

Option B: EQC without Prequalification

This section contains the criteria that the Employer shall use to evaluate bids and qualify Bidders in accordance with ITB 29 to ITB 38, no other methods, criteria, and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

In case a prequalification exercise was not conducted, the Employer shall design Qualification and Evaluation Criteria that would allow Bidders to provide complete information related to their Eligibility and Qualification using relevant forms.

The Executing Agency may conduct preliminary evaluation of bids to establish that the bidder meets mandatory documents requirements such as Letter of Bid, Power of Attorney (POA), Bid Security, JV agreement or intent to form JV etc. before initiating detailed assessment of Bids.

Section III – Evaluation and Qualification Criteria Option B: EQC without Prequalification

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1. Qualification

1.1. Eligibility

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
1.1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI - 1.1 and 1.2 with attachment
1.1.2	Conflict of Interest	No conflict of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.1.3	OPEC Fund Eligibility	Not having been declared ineligible by the OPEC Fund, as describe in ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.1.4	Government-owned Entity of the Beneficiary country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI - 1.1 and 1.2 with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
1.1.5	United Nations resolution or Beneficiary's country law	Not having been excluded as a result of prohibition in the Beneficiary's country laws or official regulations against commercial relations with the Beneficiary's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI - 1.1 and 1.2 with attachments

1.2. Historical Contracts Non-Performance

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
1.2.1	History of Non-Performing Contracts	Non-performance of a contract ⁹ did not occur as a result of contractor default since 1st January [Insert year].	Must meet requirement ¹⁰	Must meet requirement	Must meet requirement	N/A	Form CON - 2.1 and 2.2
1.2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal 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

⁹ Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance 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. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance 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.

¹⁰ This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
1.2.3	Pending Litigation	Bidder's financial position and prospective long term profitability 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 - 2.1
1.2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ¹¹ since 1 st January [insert year]	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON - 2.1
1.2.5	Declaration: Environmental, Social, Health	Declare any civil work contracts that have been	Must make the declaration.	N/A	Each must make the declaration.	N/A	Form CON - 2.2

¹¹ The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
	and Safety (ESHS) past performance	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 (GBV) or health or safety requirements or safeguards in the past five years. ¹²	Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration		Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration		

¹² The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

1.3. Financial Situation and Performance

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
1.3.1	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 US\$ _____ for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN - 3.1 and 3.3 with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash					

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
		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 _____ years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability					
1.3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of US\$ <i>[insert amount in US\$ equivalent in words and figures]</i> _____, calculated as total	Must meet requirement	Must meet requirement	Must meet _____%, _____ of the requirement	Must meet _____%, _____ of the requirement	Form FIN - 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
		certified payments received for contracts in progress and/or completed within the last _____ years, divided by _____ <i>[insert number of years in words]</i> years					

1.4. Experience

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
1.4.1	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member,	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP - 4.1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
		sub-contractor, or management contractor for at least the last <i>[insert number]</i> _____ years, starting 1st January _____ <i>[insert year]</i> .					
1.4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of <i>[state the number]</i> similar ¹³ contracts specified below that have been satisfactorily and substantially ¹⁴ completed as a prime contractor, joint venture member ¹⁵ , management	Must meet requirements	Must meet requirement ¹⁶	N/A	Must meet the following requirements for the key activities	Form EXP 4.2(a)

¹³ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

¹⁴ Substantial completion shall be based on 80% or more works completed under the contract.

¹⁵ 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.

¹⁶ In the case of JV, 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 JV meets the requirement of total

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
		<p>contractor or sub-contractorError! Bookmark not defined.</p> <p>between 1st January [insert year] and bid submission deadline:</p> <p>(i) N contracts, each of minimum value V;</p> <p>Or</p> <p>(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V; <i>[insert values of N & V, delete (ii) above if not applicable].</i></p> <p><i>[In case the Works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of</i></p>				<p>listed below:</p> <p>[list key activities and the corresponding minimum requirements to be met by one member otherwise state: "N/A"]</p>	

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.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
		<p><i>contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITB 35.4]</i></p> <p>The similarity of the contracts shall be based on the following:</p> <p><i>[Based on Section VII, Scope of Works, 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]</i></p>					

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
1.4.3 (b)		For the above and any other contracts (substantially completed and under implementation) as prime contractor, joint venture member, management contractor or sub-contractor ¹⁷ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed ¹⁸ : <i>[list activities indicating volume, number or rate</i>	Must meet requirements <i>[Specify activities that may be met through a specialized subcontractor, if permitted in accordance with ITB 33.3]</i>	Must meet requirements <i>[Specify activities that may be met through a Specialized Subcontractor, if permitted in accordance with ITB 33.3]</i>	N/A	Must meet the following requirements for the key activities listed below ²⁰ <i>[list key activities and the corresponding minimum requirements]</i>	Form EXP - 4.2 (b)

¹⁷ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share shall be counted to meet this requirement.

¹⁸ 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. The rate of production shall be the annual production rate for the key construction activity (or activities).

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
		<i>of production as applicable]¹⁹ 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</i>					

¹⁹ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
		<i>production in any 12 month period in the specified period]</i>					

1.5. Organizational Environmental, Social, Health and Safety System

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
1.5.1	Environmental, Social, Health and Safety Certification	Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:	Must meet requirements	Must meet requirements	Must meet the following requirements: <i>[list key requirements to be met by each member otherwise state: "N/A"]</i>	Must meet the following requirements: <i>[list key requirements to be met by each member otherwise state: "N/A"]</i>	Form ESHS – 5.1 and 5.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission requirements
				All members combined	Each member	At least one member	
		1 2.					
1.5.2	Environmental, Social, Health and Safety Documentation	Availability of in-house policies and procedures for managing ESHS risks: 1 2.	Must meet requirements	Must meet requirements	Must meet the following requirements: <i>[list key requirements to be met by each member otherwise state: "N/A"]</i>	Must meet the following requirements: <i>[list key requirements to be met by each member otherwise state: "N/A"]</i>	Form ESHS – 5.1 and 5.3
1.5.3	Environmental, Social, Health and Safety Documentation	Availability of in-house personnel dedicated to ESHS issues: 1 2.	Must meet requirements	Must meet requirements	Must meet the following requirements: <i>[list key requirements to be met by each member otherwise state: "N/A"]</i>	Must meet the following requirements: <i>[list key requirements to be met by each member otherwise state: "N/A"]</i>	Form EXP – 5.1 and 5.4

Note: For Multiple lots (contracts) specify financial and experience criteria for each lot under Financial Capabilities (3.1); Average Annual Construction Turnover (3.2); Specific Construction and Contract Management Experience [4.2(a)]; Construction Experience in Key Activities [4.2(b)] and Specific Experience in Managing ES aspects [4.2(c)] as applicable.

2 Evaluation

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

2.1 Assessment of adequacy of Technical Proposal with Requirements

The assessment of the Technical Proposal shall cover: (a) evaluation of the technical capacity of the Bidder to mobilize the key equipment and personnel for the performance of the Contract; (b) the method statement; (c) the Work schedule; and (d) the sourcing of materials, in conformity with Section VII, Works Requirements.

2.2 Multiple Contracts,

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

Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

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

Packages

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

Qualification Criteria for Multiple Contracts:

The criteria for qualification is the aggregate minimum requirement for respective lots as specified under item 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

(a) For one Contract:

Option 1:

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

Or

Option 2:

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

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

(b) For multiple Contracts

Option 1:

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

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

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

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

---- etc. or

Option 2:

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

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

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

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

----etc, **or**

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

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

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

----etc.

Or

Option 3:

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

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

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

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

----etc, or

- (ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$.
- (iii) Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$.
- (iv) Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$.

_____ etc. or

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

2.3 Alternative Completion Times

If permitted under ITB 13.2, will be evaluated as follows:

.....
.....

[insert method, if applicable or indicate Not Applicable]

2.4 Technical alternatives

If permitted under ITB 13.4, will be evaluated as follows:

.....
.....

[insert method, if applicable or indicate Not Applicable]

2.5 Sustainable Procurement

.....
.....

*[If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

2.6 Specialized Subcontractors

If permitted under ITB 34, only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

2.7 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 and any of the Key Personnel.

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	<i>[Environmental]</i>	e.g. degree in relevant environmental subject	e.g. <i>[years]</i> working on road projects in similar work environments
4	<i>[Health and Safety]</i>		
5	<i>[Social]</i>		e.g. <i>[years]</i> of monitoring and managing risks related to GBV/ SEA
6	<i>[add others as appropriate]</i>		

2.8 Equipment

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

[Specify requirements for each lot as applicable]

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.

2.9 Other Criteria

If permitted under ITB 35.2 (f):

.....
.....

[insert method, if applicable or indicate Not Applicable]

3 Financial Evaluation

As a part of financial evaluation, it is necessary to conduct a detailed price comparison on the following criteria described below in addition to the criteria listed in ITB 35.2 (a - f), the evaluated bid price shall be determined using the following method:

3.1 Quantifiable Nonconformities and Omission

Subject to ITB 17.2 and ITB 37.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

[Insert in the Bidding Document: "Pursuant to ITB 30.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced, but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids."]

3.2 Domestic Preference

As per the Procedures for Procurement of Goods, Works and Non-Consulting Services under the Fund Project Financing, a margin of preference of seven and half percent (7.5%) may be granted to domestic contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Beneficiary and accepted by the Fund, a particular contractor or group of contractors qualifies for a domestic preference.
- (b) Responsive bids shall be classified into the following groups:
 - (i) **Group A:** bids offered by domestic contractors eligible for the preference.

(ii) **Group B:** bids offered by other contractors.

As a first evaluation step, all evaluated Bids in each group are compared to determine the Bid offering maximum VfM in that group, and the Bid offering maximum VfM from the two (2) groups are then compared with each other. If, as a result of this comparison, a Bid from Group A is the Bid offering maximum VfM, it shall be selected for the award of contract.

If a Bid from Group B is the Bid offering maximum VfM, a second evaluation step shall take place. All Bids from Group B shall then be further compared with the Bid offering maximum VfM from Group A. For the purpose of this further comparison only, an amount equal to up to 7.5 % (seven and half percent) shall be added to the respective Bid price corrected for arithmetical errors, including unconditional discounts, but excluding provisional sums and the cost of day Works, if any, shall be added to the evaluated price offered in each Bid from Group B. If the Bid from Group A is the Bid offering maximum VfM, it shall be selected for award of contract. If not, the Bid offering maximum VfM from Group B based on the first evaluation step shall be selected.

3.3 Multiple Contracts

If works are grouped in multiple contracts (lots), and pursuant to ITB 37.4, the Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts to arrive at the least-cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts. If a Bidder as defined in ITB 4.1 submits several successful first-ranked bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

- Average annual construction turnover;
- Financial resources;
- Equipment to be allocated; and
- Personnel to be fielded.

Section IV - Bidding Forms

The Employer shall include in the bidding document, all bidding forms that the Bidder shall fill out and include in its bid.

As specified in Section IV of the bidding document, these forms are the Letter of Bid and relevant Schedules including Bill of Quantities, the Technical Proposal Form, and the Bidder's Qualification Information Form and the Bid Security or Bid-Securing Declaration Forms.

The Bidder's Qualification Information Form has two parts:

- (a) Option A: Following Prequalification; and
- (b) Option B: Without Prequalification.

The Executing Agency should prescribe relevant option while preparing the bidding document.

This Guide helps both the Employer and the Bidder to fill in all the required information in each Bidding Form.

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Letter of Bid

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

To: _____ *[insert]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8) _____;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.7;
- (d) We offer to execute in conformity with the Bidding Documents the following Works: _____ *[insert]*;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:
 - In case of only one lot, total price of the Bid _____ *[insert as applicable]*
 - In case of multiple lots, total price of each lot _____ *[insert as applicable]*
 - In case of multiple lots, total price of all lots (sum of all lots) _____ *[insert as applicable]*;
- (f) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: _____ *[insert as applicable]*;
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: _____ *[insert as applicable]*
- (g) Our bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS

22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (h) If our bid is accepted, we commit to obtain a performance security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security, Delete if not applicable*] in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, 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 the Fund, or a debarment imposed by other International Financial Institutions. 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.

If under ongoing investigation and/or sanction proceedings by the Fund or any other Financial Institutions, please state details:

(i) Name of the Financial Institutions: _____

(ii) Reasons for the ongoing investigations: _____

- (k) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not from a country which is prohibited to export goods or services to, or can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Fund or Employer's obligation upon initiation of wire transfer.
- (l) [*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 ITB4.6*]²¹;
- (m) 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]

²¹ 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

Name of Recipient	Address	Reason	Amount

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

- (n) We understand that this bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (p) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder²²: _____ *[insert]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder²³: _____ *[insert]*

Title of the person signing the Bid: _____ *[insert]*

Signature of the person named above: _____ *[insert]*

Date signed _____ *[insert]* day of _____ *[insert]*, 20*[insert]*

²² In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

²³ Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Appendix A to Financial Part: Activity Schedules

Schedule of Adjustment Data

[Note to Employer: It is recommended that the Employer is advised by a professional with experience in construction costs and the inflationary effect on construction costs when preparing the contents of the Schedule of Cost Indexation. 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]

[The formulae for price adjustment shall be of the following general type:]

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“P_n” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the Contract Data;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“L_n”, “E_n”, “M_n”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“L_o”, “E_o”, “M_o”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

Table of Adjustment Data

[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of 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 ²⁴
	Nonadjustable	—	—	—	A: _____* B: _____* C: _____* D: _____* E: _____*
			Total		1.00

[To be entered by the Employer, whereas "A" should be 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 B. Foreign Currency (FC)

State type: _____ *[insert]* [If the Bidder is allowed to receive payment in foreign currencies this table shall be used. If Bidder wishes to quote in more than one foreign currency (up to three currencies permitted) then 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 ²⁵
	Nonadjustable	—	—	—		A: _____* B: _____* C: _____* D: _____* E: _____*
				Total		1.00

²⁵ 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

Table: Alternative A

For *[insert name of Section of the Works]*

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign currency #1 _____				
Foreign currency #2 _____				
Foreign currency # _____				
Total Bid Price				100.00
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
TOTAL BID PRICE (including provisional sum)				

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 _____	<i>[To be entered by the Employer]</i>

Appendix B to Financial Part: 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 documents. 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 which 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
- (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 are 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	m ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

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]*.²

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) specifies 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

[illegible]

Bill No. 2: Earthworks

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

Bill No. 3: Culverts and Bridges

[illegible]

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

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 Beneficiary]* 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: *[insert]* percent (to be stated by bidder)²⁶
 - (ii) local: *[insert]* 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.

²⁶ The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

(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: *[insert]* percent (to be stated by the bidder)²⁷

(ii) local: *[insert]* 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: *[insert]* percent (to be stated by the bidder)²⁸

(b) local: *[insert]* percent (to be stated by the bidder)

²⁷ The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

²⁸ The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

Schedule of Daywork Rates: 1. Labour

[illegible]

a. To be entered by the bidder.

Schedule of Daywork Rates: 2. Materials

[illegible]

a. To be entered by the bidder.

Schedule of Daywork Rates: 3. Contractor's Equipment

[illegible]

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			
2			
3			
4			
		<i>[To be entered by the Employer; Delete if not applicable:]</i> provisional sums for additional ESHS outcomes.	
.		<i>[To be entered by the Employer; Delete if not applicable:]</i> Provisional sum for sexual exploitation and abuse (SEA) / gender-based violence (GBV) awareness and sensitization training.	
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. ____)			

Grand Summary

Contract Name: _____ *[insert]*

Contract No.: _____ *[insert]*

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 included in subtotal of bills	(C)	<i>[sum]</i>
Total of Bills Plus Provisional Sums (A + B + C)	(D)	
Add Provisional Sum for Contingency Allowance (if any)	(E)	<i>[sum]</i>
Bid Price (D + E) (Carried forward to Letter of Bid)	(F)	
<p>(i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with the Conditions of Contract.</p> <p>(ii) To be entered by the Employer.</p>		

Appendix A to Technical Part: Technical Proposal

- Construction Management Strategy
- Construction Methods for key components
- Construction Schedule
- Quality Assurance and Quality Control
- ESHS Management Strategies and Implementation Plans
- Code of Conduct for Contractor's Personnel
- List of Subcontractors
- Others

Construction Management Strategy

[insert Site Organization information]

Construction Method for Key Components

[insert Method Statement]

Construction Schedule

[insert Mobilization Schedule]

Quality Assurance and Quality Control

[insert Construction Schedule]

ESHS Management Strategies and Implementation Plans

(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)

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

ENVIRONMENTAL, SOCIAL HEALTH, AND SAFETY (ESHS) CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risk including the risk of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social related to the Works as contained in the Environmental, Health, and Safety Management Plan (EHSMP) and other relevant project documents. It applies to all our staff, laborers, and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive, or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

1. Contractor's Personnel shall:
2. carry out its duties competently and diligently;
3. comply with this Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety, and well-being of other Contractor's Personnel and any other person;
4. maintain a safe working environment, including by:
 - (a) ensuring that workplaces, machinery, equipment, and processes under each person's control are safe and without risk to health;
 - (b) wearing required personal protective equipment;
 - (c) using appropriate measures relating to chemical, physical, and biological substances and agents; and
 - (d) following applicable emergency operating procedures;
5. report work situations that it believes are not safe or healthy and remove itself from a work situation that it reasonably believes presents an imminent and serious danger to its life or health;
6. treat other people with respect and not discriminate against specific groups such as women, people with disabilities, migrant workers, or children;
7. report violations of this Code of Conduct; and
8. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that it believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be

submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE ESHS CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination of the employment and/or engagement contract and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *[enter name of Contractor's contact person(s) with relevant experience]* requesting an explanation.

Name of Contractor's Personnel: *[insert name]*

Signature:

Date: *[day month year]*:

Countersignature of authorized representative of the Contractor:

Signature:

Date: *[day month year]*:

List of Subcontractors

Proposes Subcontractors for Major Works

The following Subcontractors and/or manufacturers are proposed for carrying out the major works.

Major Works	Proposed Subcontractor	Nationality

Appendix B to Technical Part: Key Personnel

Form PER - 1: Proposed Personnel

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

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>[Environmental Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: <i>[Social Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Form PER - 2: Resume and Declaration

Contractor's Representative and Key Personnel
Name of Bidder:

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

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

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Appendix C to Technical Part: Equipment

Form EQU: Equipment

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

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 <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

[Omit the following information for equipment owned by the Bidder.]

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

Appendix D to Technical Part: Bidder's Qualification

Option A: 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.

Option B: 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: _____ *[insert]*

ICB No. and title: _____ *[insert]*

Page _____ *[insert]* of _____ *[insert]* pages

Bidder's Information			
Bidder's Legal Name		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company / companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading)		
Type of Organization			
Country of constitution, incorporation, and/or registration			
Year of constitution, incorporation, and/or registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative		<i>[name, address, telephone number(s), fax number(s), e-mail address]</i>	

1. Attached are copies of the following documents:
 - ☐ In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB.
 - ☐ Authorization to represent the firm or Joint Venture named above, in accordance with ITB.
 - ☐ In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB.
 - ☐ In case of a government-owned enterprise, any additional documents not covered above required to comply with ITB.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI - 1.2: Party to JV Information Form

Each member of the Joint Venture and Specialist Subcontractor must fill out this form separately

Joint Venture or Specialist Subcontractor Information			
Bidder's Legal Name		Information of JV Partner or Specialist Subcontractor	If any JV Partner or Specialist Subcontractor is a subsidiary or branch, information of any parent company or companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading)		
Type of Organization			
Country of constitution, incorporation, and/or registration			
Year of constitution, incorporation, and/or registration			
Corporate or registration number			
Joint Venture Partner's or Specialist Subcontractor's authorized representative information		<i>[name, address, telephone number(s), fax number(s), e-mail address]</i>	
1. Attached are copies of the following documents:			

- ☐ Articles of incorporation or constitution of the legal entity named above, in accordance with ITB.
 - ☐ Authorization to represent the firm named above, in accordance with ITB.
 - ☐ In case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON – 2.1: Historical Contract Non-Performance, Pending Litigation and Litigation History

Each Bidder must fill out this form in accordance with Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name.

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts in accordance with Section III			
Choose one of the following:			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation Criteria and Qualifications.			
<input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture)			
Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
<i>[insert]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert]</i>	<i>[insert]</i>
Table 2: Pending Litigation and Arbitration			
Choose one of the following:			
<input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.			

<input type="checkbox"/> Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner).			
Year	Matter in Dispute	Value of Pending Claim (\$ equivalent)	Value of Pending Claim as a Percentage of Net Worth
<i>[insert]</i>	<p>Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i></p> <p>Name of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: <i>[insert full name]</i></p> <p>Address of Employer parties involved in the material events impacting the net worth and/or liquidity of the bidder: <i>[insert street/city/country]</i></p> <p>Matter in Dispute: <i>[indicate full description of dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i></p> <p>Status: <i>[indicate status of dispute]</i></p>	<i>[insert]</i>	<i>[insert]</i>

Note: Table 2 of this form shall only be included if such criterion is specified in Section 3 (Evaluation and Qualification Criteria).

Form CON – 2.2: ESHS Performance Declaration

Each Bidder must fill out this form in accordance with Criterion 1.2.4 of Section 3 (Evaluation and Qualification Criteria).

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

In case of a Specialist Subcontractors, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: _____

Environmental, Social, Health, and Safety Performance Declaration (in accordance with Section III, Qualification Criteria, and Requirements)			
<input type="checkbox"/> 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 1.2.4.			
<input type="checkbox"/> 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. Details are described below:			
<input type="checkbox"/> Declaration of request for replacement of Key ESHS Personnel: The following contract(s) has/have experienced a request by the Employer to replace Environmental, Health, and Safety Personnel for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 1.2.4. Details are described in the following table.			
<input type="checkbox"/> Declaration of past major project related incidents including fatalities resulted from ESHS issues on site: The following contract(s) has/have experienced a fatality resulted from ESHS issues on site since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 1.2.4. Details are described in the following table.			
Year	Suspended or terminated	Contract Identification	Total Contract Amount (current value, currency,

	portion of contract		exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<p>Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i></p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street, city, country]</i></p> <p>Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g., discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i></p>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
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)
<i>[insert year]</i>	<p>Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i></p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street, city, country]</i></p> <p>Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g., discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out did not adhere to approved construction methodology and quality control plan]</i></p>		<i>[insert amount]</i>

Key ESHS personnel replacement requested by the Employer for reasons related to ESHS performance		
Year	Contract Identification	Personnel Replacement Action and Results
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street, city, country]</i> Reason(s) for requesting for replacement: <i>[indicate main reason(s)]</i>	<i>[insert description]</i>
Fatality due to ESHS issues on Site		
Year	Contract Identification	Follow-on Actions taken by the Contractor
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street, city, country]</i> Description of fatality event: Causation:	

Form FIN - 3.1: Financial Situation and Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Type of Financial information in (currency)	Historic information for previous _____ <i>[insert]</i> years, _____ <i>[insert]</i> (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	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)					
Profit after Taxes					

☐ Attached are copies of financial statements²⁹ (balance sheets including all related notes and income statements) for the last years as indicated above, complying with the following conditions:

1. unless otherwise required by Section III of the Bidding Document, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates;
2. historical financial statements must be audited by a certified accountant.
3. historical financial statements must be complete, including all notes to the financial statements.
4. historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

²⁹ 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.

Form FIN - 3.2: Average Annual Construction Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to United States dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual turnover data for the last Years ³⁰ (construction only)			
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover ³¹			

³⁰ The Employer should insert the period described in Criterion 1.3.2 of Section 3 (Evaluation and Qualification Criteria).

³¹ To determine the average annual construction turnover, the Employer shall divide the sum of each year's annual turnover by the number of years for which such information was requested.

Form FIN – 3.3: Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for its current contract commitments, and the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Credit line	
3	Other Financial Resources	
4	
	Total Available Financial Resources	

Form FIN – 3.4: Current Contract Commitments/Works in Progress

Bidders (or each Joint Venture partner) 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.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Current Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ³²	Remaining Contract Period in months (Y) ³³	Monthly Financial Resources Requirement (X/Y)
1						
2						
3						
4						
	Total Monthly Financial Requirements for Current Contract Commitments					\$

³² Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (\$ equivalent based on the foreign exchange rate as of the same date).

³³ Remaining contract period to be calculated from 28 days prior to bid submission deadline.

Form EXP - 4.1: General Construction Experience

Bidder's/Joint Venture Member's Name: _____ [insert]

Date: _____ [insert]

Bidder's Party Name: _____ [insert]

ICB No. and title: _____ [insert]

Page _____ [insert] of _____ [insert] 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

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate, Contract Completion Certificate, or Performance Certificate.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Borrower's Central bank on the date of the contract.

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.) Specific Construction and Contract Management Experience

Similar Contract No.	Information
Description of the similarity in accordance with Section III:	<i>[the Contractor should provide adequate information demonstrating that they meet the requirements defined in Section III, in terms of size, complexity, methodology, technology and other characteristics as described in Section III]</i>
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

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate, or Contract Completion Certificate. Each Bidder must fill out this form.

If complied by Specialist Subcontractor, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: _____

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

1. Key Activity No One: _____ *[insert]*

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
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:				

	Information
Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two _____

3.

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	<i>[the Contractor should provide adequate information demonstrating that they meet the requirements defined in Section III, in terms of size, complexity, methodology, technology and other characteristics as described in Section III]</i>

Form EXP - 5.1 Specific Experience in Managing ESHS Aspects

Fill out one (1) form per contract.

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

1. Key Requirement no. 1 in accordance with Criterion 1.4.3 of Section 3: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount (US\$)				
Details of Relevant Experience:				

2. Key Requirement no. 2 in accordance with Criterion 1.4.3 of Section 3: _____

3. Key Requirement no. 3 in accordance with Criterion 1.4.3 of Section 3: _____

Form EXP - 5.2 ESHS Certification

Please provide the following information:

Availability of the following valid International Organization for Standardization (ISO) certification or internationally recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:

[Select the required certifications from the following]

- Quality management certificate ISO 9001
- Environmental management certificate ISO 14001
- Health and safety management certificate ISO 45001

Depending on the environmental, health, and safety issues of the worksite and the type of competition planned (national or international), the list of required certifications may be restricted to those corresponding to the main issue of the worksite management or removed altogether.

Form EXP - 5.3 ESHS Documentation

Please provide the following information:

Availability of in-house policies and procedures acceptable to the Employer for EHS management:

1. Existence of an Ethics Charter.
2. Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners.
3. Existence of official company procedures for the management of the following relevant points: *[Select 3-5 that apply for the worksite from the following options, as per Section 2]*
 - EHS resources and facilities and EHS monitoring system;
 - Project Areas management information (base camps, quarries, burrow pits, storage areas);
 - Health and Safety on worksites policy and related guidance;
 - Local recruitment and EHS training of local staff, subcontractors, and/or local partners;
 - Community stakeholder engagement practice;
 - Traffic management practice;
 - Hazardous products management practice;
 - Waste management practice;
 - Protection of water resources;
 - Biodiversity protection practices;
 - Site rehabilitation and revegetation practice;
 - Local cultural heritage protection practice;
 - Erosion and sedimentation practices; and
 - Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19, and others)

Form EXP - 5.4 Availability of Dedicated ESHS Personnel

Please provide the curriculum vitae (CV) [Form PER-2] of the in-house personnel of the main contractor and/or Joint Venture partners for the EHS positions specified in Section 6 (Works' Requirements):

- Environmental Specialist
- Health and Safety Specialist

Appendix E to Technical Part: Bid Security

Form of Bid Security: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[Insert name and address of the Employer]*

Invitation for Bids No: _____ *[Insert reference number for the Request for Bids]*

Date: _____ *[Insert date of issue]*

BID 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 *[insert Name of the Bidder]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert Name of Contract]* under Invitation for Bids No. *[insert No]* ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary upon the instruction of the Applicant;

and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document.

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

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

[signature(s)]

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

Form of Bid Security: Bid Bond

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

BOND NO. _____

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

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document;

then the Surety **irrevocably and unconditionally** undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s **first written demand**, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

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

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

Form of Bid Security: Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated].

[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.]

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

To: _____ *[complete name of Employer]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Employer for the period of time of *[Employer to insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder³⁴: *[insert complete name of person signing the Bid-Securing Declaration]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder³⁵: *[insert]*

Title of the person signing the Bid *[insert]*

³⁴ In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

³⁵ Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

Signature of the person named above

Date signed *[insert]* day of *[insert]*, *[insert]*

Corporate Seal (where appropriate)

Section V - Eligible Countries

Eligibility for Procurement of Goods, Works and Non-Consulting Services under the Fund Project Financing

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.8 (a) and 5.1: *[insert a list of the countries following approval by Fund to apply the restriction or state "none"]*.

Under ITB 4.8 (b) 5.1: *[insert a list of the countries following approval by Fund to apply the restriction or state "none"]*.

EXCEPTIONS: In the case of co-financed Projects, the Fund may agree to adopt restrictions imposed by co-financer(s) in addition to ITB 4.8 and ITB 5.1 as the case may be.

Section VI – Corrupt and Fraudulent Practices

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

1. Purpose

- 1.1 The Anti-Corruption Procedures including Guidelines on Procurement Integrity and this annex apply with respect to procurement under the Fund's Project Financing operations.

2. Requirements

- 2.1 The Fund require that Beneficiaries as well as firms, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Fund financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Fund:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) **Corrupt Practice** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) **Fraudulent Practice** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain 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 to influence 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 deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Fund investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under sub-paragraph 2.2 (e) below.

- (b) Reject a proposal for award if the Fund determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Fund determines, at any time, that representatives of the Beneficiary or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to address such practices when they occur, including by failing to inform the Fund in a timely manner at the time they knew of the practices;
- (d) Pursuant to the Fund's Anti-Corruption Procedures including Guidelines on Procurement Integrity and in accordance with the Fund's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from the Fund-financed contract, financially or in any other manner;³⁶ (ii) to be a nominated³⁷ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded Fund-financed contract; and (iii) to receive the proceeds of any loan made by the Fund or otherwise to participate further in the preparation or implementation of any Fund-financed project;
- (e) Requires that a clause be included in bidding/request for proposals documents and in contracts financed by the Fund, requiring (i) bidders (applicants/proposers), consultants, contractor, supplier, agents, personnel, permit the Fund to inspect³⁸ all accounts, records and other documents

³⁶ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

³⁷ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³⁸ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Fund or persons appointed by the Fund to address

relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Fund.

specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information

PART 2 - Works Requirements

Section VII - Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works' Requirements shall also include the environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

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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 Beneficiary'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. 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.]

Project Signage Requirements

[Describe as required]

Environmental, Social, Health and Safety (ESHS) Requirement

[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 Fund 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.

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

- (a) apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- (b) provide and maintain a healthy and safe work environment and safe systems of work;*
- (c) protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- (d) 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;*
- (e) 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;*

- (f) *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;*
- (g) *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- (h) *engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
- (i) *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
- (j) *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:

- (a) *project reports e.g. ESIA/ESMP*
- (b) *consent/permit conditions*
- (c) *required standards*
- (d) *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards*
- (e) *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- (f) *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Wastewater Treatment*
- (g) *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA*
- (h) *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 provisions related to:

<i>Sub-clause 1.33</i>	<i>Compliance with Laws</i>
<i>Sub-clause 2.2</i>	<i>Licenses and Approvals</i>
<i>Sub-clause 4.1</i>	<i>Contractor's General Obligations</i>
<i>Sub-clause 4.4</i>	<i>Subcontractors</i>
<i>Sub-clause 4.8</i>	<i>Safety Procedures</i>
<i>Sub-clause 4.14</i>	<i>Avoidance of Interference</i>
<i>Sub-clause 4.18</i>	<i>Protection of the Environment</i>
<i>Sub-clause 4.23</i>	<i>Contractor's Operations on the Site</i>
<i>Sub-clause 4.24</i>	<i>Fossils</i>
<i>Section 6</i>	<i>Staff and Labour (includes health and safety)</i>
<i>Sub-clause 7.1</i>	<i>Manner of Execution</i>
<i>Sub-clause 11.11</i>	<i>Clearance of Site</i>
<i>Sub-clause 12.3</i>	<i>Evaluation (reference ITB "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.")]</i>

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*
- relevant international conventions, standards or treaties, etc., national, legal and/or regulatory requirements and standards*
- 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:

- (a) Compliance with applicable laws, rules, and regulations
- (b) 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)
- (c) The use of illegal substances
- (d) 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)
- (e) 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)
- (f) 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)
- (g) 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)
- (h) 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)

- (i) 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)
- (j) Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
- (k) 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)
- (l) Respecting reasonable work instructions (including regarding environmental and social norms)
- (m) Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
- (n) Duty to report violations of this Code
- (o) 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
- 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 workplace 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.

Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.]

Key Personnel Requirements

[insert]

Equipment Requirements

[insert]

Construction Management Plan

[insert]

Supplementary Information

[insert]

PART 3 - Conditions of Contract and Contract Forms

This Section shall specify the internationally recognized standard terms and conditions to be used for the Contract, which shall take into account the nature of the Works and specifics of the Project.

Acceptable forms of such contracts are:

- *FIDIC, Condition of Contract for Construction for Building and Engineering Works Designed by the Employer (MDB Harmonized), Edition 2010.*
- *FFIDIC, Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red Book”), First Edition 1999.*
- *FIDIC, Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red Book”), Second Edition 2017.*

Special attention shall be paid to the copyright of the contract terms. Appropriate licenses may need to be obtained, and fees paid before using the standard terms and conditions for the Contract.

The Particular Conditions of Contract, the Contract Forms, as well as other Parts of the Tender Document, especially the text of the Tender Form and the Appendix to tender, if any, the Price Schedules shall be amended, as necessary, to ensure consistency and coherence of the entire Bidding Document.

The contract conditions shall be drafted to provide for fair and balanced risk allocation between the parties following the key principles:

- *The duties, rights, obligations, roles and responsibilities of the parties must be generally as implied in the Contract conditions, and appropriate to the requirements of the Project.*
- *The Particular Conditions must be drafted clearly and unambiguously.*
- *All time periods specified in the Contract for the parties to perform their obligations must be of reasonable duration.*
- *The Contract shall provide an adequate dispute resolution mechanism.*

Parties are advised to seek their own legal counsel for drafting conditions of Contract which would reflect the specifics of the particular Project.

Section VIII - General Conditions (GC)

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

[Name of Employer]

[Name of Contract]

MDB Harmonized Edition:

©FIDIC 2010. All rights reserved.

The General Conditions mentioned herein are the same as the MDB's Harmonized Edition of the Conditions of Contract for Construction prepared and copyrighted by the International Federation of Consulting Engineers (Fédération Internationale des Ingénieurs-Conseils, or FIDIC), FIDIC 2010 which is available at: *[insert]*

The Executing Agency (the entity which is the beneficiary of an Fund financing or the contractors) shall be fully responsible for procuring and using the General Conditions with no responsibility of any nature whatsoever (including but not limited to copyright infringement) to the Fund.]

An original copy of the above FIDIC publication i.e., "*Conditions of Contract for Building and Engineering Works Designed by the Employer*" must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

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

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

FIDIC ID code: ISBN2-88432-022-9

Red Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”), First Edition 1999”, published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the Bank’s COPA and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e., “*Conditions of Contract for Building and Engineering Works Designed by the Employer*” must be obtained from FIDIC.

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Section IX - Particular Conditions (PC)

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

Part A – Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	
Engineer's name and address	1.1.2.4 & 1.3	
Bank's name	1.1.2.11	<i>[insert name of the financing institution]</i>
Beneficiary's name	1.1.2.12	
Time for Completion	1.1.3.3	<i>[insert] days</i> <i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Defects Notification Period	1.1.3.7	365 days.
Sections	1.1.5.6	<i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Electronic transmission systems	1.3	
Governing Law	1.4	
Ruling language	1.4	
Language for communications	1.4	
Time for the Parties entering	1.6	

Conditions	Sub-Clause	Data
into a Contract Agreement		
Inspections and Audit	1.15	<p>This clause shall be amended as follows:</p> <p>The Contractor shall permit, and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit, the Fund and/or persons appointed by the Fund to inspect the Site and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Fund if requested by the Fund. The Contractor's attention is drawn to Fund's Corrupt or Fraudulent Practices policies which provide, inter alia, that acts intended to materially impede the exercise of Fund's inspection and audit rights constitutes a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to Fund's prevailing sanctions procedures.</p>
Time for access to the Site	2.1	No later than the Commencement Day, except for the following parts (if applicable, with detailed description of parts concerned: <u>[insert]</u> days after Commencement Date
Engineer's Duties and Authority	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of <u>[insert]</u> % shall require approval of the Employer.
Sustainable procurement	4.1	<p><i>[Delete if not applicable]</i></p> <p><i>[Add any sustainable procurement contractual provisions not covered by the Fund, if applicable.]</i></p>
Performance Security	4.2	The performance security will be in the form of a <i>[insert either one of "demand guarantee" or "performance bond"]</i> in the amount(s) of <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same

Conditions	Sub-Clause	Data
		currency(ies) of the Accepted Contract Amount.
Environmental, Social, Health and Safety (ESHS) Performance Security	4.2	<p><i>[Delete this provision if ESHS Performance Security is not required]</i></p> <p>The ESHS Performance Security will be in the form of a “demand guarantee” in the amount(s) of <i>[insert % figure(s) normally 1% to 3%]</i> of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p><i>[The sum of the total “demand guarantees” (Performance Security and ESHS Performance Security) shall normally not exceed 10% of the Accepted Contract Amount.]</i></p>
Normal working hours	6.5	
Delay damages for the Works	8.7 & 14.15(b)	<p><i>[insert]</i> % of the Contract Price per day.</p> <p><i>If Sections are to be used, refer to Table: Summary of Sections below</i></p>
Maximum amount of delay damages	8.7	<i>[insert]</i> % of the final Contract Price.
Provisional Sums	13.5.(b)(ii)	<p><i>[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]</i></p> <p><i>[insert]</i> %</p>
Adjustments for Changes in Cost	13.8	Period “n” applicable to the adjustment multiplier “Pn”: <i>[Insert the period if different from one (1) month; if period “n” is one (1) month, insert “not applicable”]</i>
Total advance payment	14.2	<p><i>[insert]</i>% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable</p> <p><i>[Insert number and timing of installments if applicable]</i></p>

Conditions	Sub-Clause	Data
Repayment amortization rate of advance payment	14.2(b)	<i>[insert]</i> %
Percentage of Retention	14.3	<i>[insert]</i> %
Limit of Retention Money	14.3	<i>[insert]</i> % of the Accepted Contract Amount
Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment Free on Board <i>[list]</i> .
	14.5(c)(i)	Plant and Materials for payment when delivered to the Site <i>[list]</i> .
Minimum Amount of Interim Payment Certificates	14.6	<i>[insert]</i> % of the Accepted Contract Amount.
Publishing source of commercial penalty rates for financial charges in case of delayed payment	14.8	
Fraud and Corruption	15.6	The Fund requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Part C to the PC.
Maximum total liability of the Contractor to the Employer	17.6	<i>[Select one of the two options below as appropriate]</i> The product of <i>[insert a multiplier less or greater than one]</i> times the Accepted Contract Amount, or <i>[insert amount of the maximum total liability]</i>

Conditions	Sub-Clause	Data
Periods for submission of insurance:	18.1	<i>[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 28 days.]</i>
a) evidence of insurance.		<i>[insert] days</i>
b) relevant policies		<i>[insert] days</i>
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	<i>[Insert maximum amount of deductibles]</i>
Minimum amount of third party insurance	18.3	<i>[Insert amount of third party insurance]</i>
Date by which the DB shall be appointed	20.2	28 days after the Commencement date
The DB shall be comprised of	20.2	<i>Either: One sole Member or: Three Members</i>
List of potential DB sole members	20.2	<i>[Only when the DB is to be comprised of one sole member, list names of potential sole members; if no potential sole members are to be included, insert: "none"]</i>
Appointment (if not agreed) to be made by	20.3	<i>[Insert name of the appointing entity or official]</i>
Rules of arbitration	20.6(a)	<i>[Insert rules of arbitration if different from those of the International Chamber of Commerce]</i>

Table: Summary of Sections

Summary of Sections		
Section Name/Description (Sub-Clause 1.1.5.6)	Time for Completion (Sub-Clause 1.1.3.3)	Damages for Delay (Sub-Clause 8.7)

Part B - Specific Provisions

Topic	Sub-Clause	Change
Key Personnel Contractor's Personnel	1.1.2.7	The following is added at the end of the sub-clause: "Contractor's Personnel includes Key Personnel as named in Part A - Contract Data."
Other Definitions	1.1.6.11	The following is added as Sub-Clause 1.1.6.11 "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.
Contractor's General Obligations	4.1	Insert in the fifth paragraph after the words " <i>The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.</i> " "Notwithstanding Sub-Clause 8.1, 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, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Engineer's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and

Topic	Sub-Clause	Change
		road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Engineer.
Performance Security	4.2	<p>Replace sub-clause 4.2 in its entirety with the following:</p> <p>“4.2 Performance Security and ESHS Performance Security</p> <p>The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental, Social, Safety and Health (ESHS) Performance Security for compliance with the Contractor’s ESHS obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.</p> <p>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.</p> <p>The Contractor shall ensure that the Performance Security and, if applicable, the ESHS Performance</p>

Topic	Sub-Clause	Change
		<p>Security are valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security and, if applicable, ESHS Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate (which, if applicable, includes satisfactory performance of the ESHS obligations), by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security and, if applicable, the ESHS Performance Security until the Works have been completed and any defects have been remedied.</p> <p>The Employer shall not make a claim under the Performance Security and, if applicable, the ESHS Performance Security, except for amounts to which the Employer is entitled under the Contract.</p> <p>The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security and, if applicable, the ESHS Performance Security to the extent to which the Employer was not entitled to make the claim.</p> <p>The Employer shall return the Performance Security and, if applicable, the ESHS Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p> <p>Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance</p>

Topic	Sub-Clause	Change
		<p>Security and, if applicable, the ESHS Performance Security in that currency by an equal percentage.”</p> <p>In the following sub-clauses the term “Performance Security” is replaced with: “Performance Security and, if applicable, an Environmental, Social, Health and Safety (ESHS) Performance Security”:</p> <p>2.1- Right of Access to the Site</p> <p>14.2- Advance Payment</p> <p>14.6- Issue of Interim Payment Certificate</p> <p>14.7(a)- Payment</p> <p>14.9- Payment of Retention money</p> <p>14.12- Discharge</p> <p>15.2(a)- Termination</p> <p>15.5- Employer’s Entitlement to Termination for Convenience</p> <p>16.4(a)- Payment on termination”</p>
Progress Reports	4.21	<p>Sub-Clause 4.21 (g) is replaced by the following:</p> <p>“4.21 (g) the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix C”</p> <p>At the end of, and as part of Sub-Clause 4.21 add a new paragraph as follows:</p> <p>“The Contractor shall provide immediate notification to the Engineer of incidents in the following categories. Full details of such incidents shall be provided to the Engineer within the timeframe agreed with the Engineer.</p> <p>a) confirmed or likely violation of any law or international agreement;</p> <p>b) any fatality or serious (lost time) injury;</p>

Topic	Sub-Clause	Change
		<p>c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary);</p> <p>d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</p> <p>e) 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.</p>
Contractor's Personnel Key Personnel	6.9	<p>Sub-Clauses 6.9 (e) is amended by inserting "or" at the end:</p> <p>"6.9 (e).....; or"</p> <p>Sub-Clauses 6.9 (f) is inserted as follows:</p> <p>"6.9 (f) 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)."</p> <p>After the sentence: <i>"If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person."</i> the following is added as a new paragraph:</p> <p>"The Contractor's Personnel includes Key Personnel. If the Contractor intends to replace a Key Personnel, the Contractor shall, not less than 30 days before the intended date of replacement, give notice to the Engineer, the name, address, academic qualifications and relevant experience of the intended replacement Key Personnel. The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Key Personnel or appoint a replacement."</p>

Topic	Sub-Clause	Change
Variation procedure	13.3	<p>Sub-Clause 13.3. (a) is replaced with the following:</p> <p>“(a) a description of the proposed work to be performed, a programme for its execution and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;”</p>
The Contract Price	14.1	<p><i>(Alternative paragraph)</i></p> <p>(e) 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</p>

Topic	Sub-Clause	Change
		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.
Issue of Interim Payment Certificates	14.6	<p>The following is added to the third paragraph as (c):</p> <p>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:</p> <ul style="list-style-type: none"> (i) failure to comply with any ESHS obligations or work described in the Works' Requirements 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 archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;

Topic	Sub-Clause	Change
		<p>(v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;</p> <p>(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).</p>

Part C – Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

1. Purpose

- 1.1 The Anti-Corruption Procedures including Guidelines on Procurement Integrity and this annex apply with respect to procurement under the Fund's Project Financing operations.

2. Requirements

- 2.1 The Fund require that Beneficiaries as well as firms, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Fund financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Fund:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) **Corrupt Practice** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) **Fraudulent Practice** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain 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 to influence 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 deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Fund investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under sub-paragraph 2.2 (e) below.

- (b) Reject a proposal for award if the Fund determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Fund determines, at any time, that representatives of the Beneficiary or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to address such practices when they occur, including by failing to inform the Fund in a timely manner at the time they knew of the practices;
- (d) Pursuant to the Fund's Anti-Corruption Procedures including Guidelines on Procurement Integrity and in accordance with the Fund's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from the Fund-financed contract, financially or in any other manner;³⁹ (ii) to be a nominated⁴⁰ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded Fund-financed contract; and (iii) to receive the proceeds of any loan made by the Fund or otherwise to participate further in the preparation or implementation of any Fund-financed project;
- (e) Requires that a clause be included in bidding/request for proposals documents and in contracts financed by the Fund, requiring (i) bidders (applicants/proposers), consultants, contractor, supplier, agents, personnel, permit the Fund to inspect⁴¹ all accounts, records and other documents

³⁹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁴⁰ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁴¹ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Fund or persons appointed by the Fund to address

relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Fund.

specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Part D - ESHS Metrics for Progress Reports

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment.]

Metrics for regular reporting:

- a) environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- b) health and safety incidents, accidents, injuries that require treatment and all fatalities;
- c) interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- d) status of all permits and agreements:
 - (i) work permits: number required, number received, actions taken for those not received;
 - (ii) status of permits and consents:
 - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
 - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
 - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e) health and safety supervision:
 - (i) safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;

- (ii) number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f) worker accommodations:
 - (i) number of expats housed in accommodations, number of locals;
 - (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - (iii) actions taken to recommend/require improved conditions, or to improve conditions.
- g) Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
- h) gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
- i) training:
 - (i) number of new workers, number receiving induction training, dates of induction training;
 - (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j) environmental and social supervision:
 - (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

- (ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - (iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k) Grievances: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - (i) Worker grievances;
 - (ii) Community grievances
- l) Traffic, road safety and vehicles/equipment:
 - (i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up.
 - (ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up.
 - (iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m) Environmental mitigations and issues (what has been done):
 - (i) dust: number of working bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - (ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;

- (iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
- (iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- (v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- (vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- (vii) details of tree plantings and other mitigations required undertaken in the reporting period;
- (viii) details of water and swamp protection mitigations required undertaken in the reporting period.

n) compliance:

- (i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- (ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- (iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- (v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section X – Contract Forms (Annex to the Particular Conditions)

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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:	<i>[insert Authorized Representative's name]</i>
Address:	<i>[insert Authorized Representative's Address]</i>
Telephone/Fax Numbers:	<i>[insert Authorized Representative's telephone/fax numbers]</i>
E-mail Address:	<i>[insert Authorized Representative's email address]</i>
Date of Transmission	<i>This Notification is sent by: [email/fax] on [date] (local time)</i> <i>[Note: 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].</i>

Employer:	<i>[insert the name of the Employer]</i>
Project:	<i>[insert name of project]</i>
Contract title:	<i>[insert the name of the contract]</i>
Country:	<i>[insert country where RFB is issued]</i>
Financing Number:	<i>[insert reference number for financing]</i>
ICB Number:	<i>[insert ICB reference number]</i>

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:

- (a) Request a debriefing in relation to the evaluation of your Bid, and/or

- (b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The Successful Bidder

The Successful Bidder	
Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders:

Instructions: insert names of all Bidders that submitted a Bid. If the Bid price was evaluated included the evaluated price as well as the Bid price as read out.

Name of Bidder	Bid Price	Evaluated Bid Price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

3. Reason(s) why your Bid was unsuccessful:

Instructions: State the reason(s) why this Bidder's Bid was unsuccessful. Do NOT include: (i) a point-by-point comparison with another Bidder's Bid; or (ii) information that is marked confidential by the Bidder in its Bid.

4. How to request a debriefing

Deadline: The deadline to request a debriefing expires at midnight on *[insert date in 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]*

Fax number: *[insert fax number, delete if not used]*

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.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date in 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.

Note: For more information, see the OPEC Fund's Procedures for Procurement of Goods, Works and Non-Consulting Services (Appendix III). Review these provisions before preparing and submitting complaints.

In summary, there are four essential requirements:

- (a) you must be an interested party. In this case, that means a Bidder who submitted a Bid in this bidding process and is the Beneficiary of a Notification of Intention to Award.
- (b) the complaint can only challenge the decision to award the contract.
- (c) you must submit the complaint within the period stated above.
- (d) you must include, in your complaint, all the information required by the Procedures for Procurement of Goods, Works and Non-Consulting Services (*Appendix III*).

6. 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 4 above.

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

On behalf of the Employer: *[insert]*

Signature: *[insert]*

Name: *[insert]*

Title/position: *[insert]*

Telephone: *[insert]*

Email: *[insert]*

Beneficial Ownership Disclosure Form

Instructions to the Bidders: use only if it is applicable and delete these instructions 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.*

ICB Number: *[insert number of ICB process]*

To: *[insert complete name of Employer]*

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

(a) 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 equivalent governing body of the Bidder (Yes/No)
<i>[include full name (last, middle, first), nationality, country or residence]</i>			

OR

(b) 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

(c) 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 Bidder⁴²: *[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder⁴³:
[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]*

⁴² In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. If 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.

⁴³ Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[letterhead paper of the Employer]

[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 the Performance Security and an Environmental, Social, Health and Safety Performance Security *[Delete ESHS Performance Security if it is not required under the contract]* within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ESHS Performance Security Form, *[Delete reference to the ESHS Performance Security Form if it is not required under the **contract**]* included in Section X, Annex to the Particular Conditions - Contract Forms, of the Bidding Documents

Authorized Signature: _____ *[insert]*

Name and Title of Signatory: _____ *[insert]*

Name of Agency: _____ *[insert]*

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between [*insert name and address of Employer*] of _____ (hereinafter “the Employer”), of the one part, and [*insert name and address of Contractor*] 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. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the addenda Nos _____ (if any);
- (d) the Particular Conditions;
- (e) the General Conditions;
- (f) the Specification;
- (g) the Drawings; and
- (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
 - (i) the ESHS Management Strategies and Implementation Plans; and
 - (ii) Code of Conduct (ESHS).

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

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

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

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security: Option 1 - Demand Guarantee

Beneficiary: [insert Name and Address of Employer]

Date: _____ **PERFORMANCE GUARANTEE No.:** _____

Guarantor: _____

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 _____ (_____),⁴⁴ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ____ Day of _____ 2____⁴⁵, 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)]

⁴⁴ 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(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

⁴⁵ Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

Performance Security: Option 2 - Performance Bond

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

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the day of _____ 20____, for *[insert name of contractor and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

Any suit under this Bond must be instituted before the expiration of one year from the date of 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 *[insert]* behalf of *[insert]*

By *[insert]* in the capacity of *[insert]*

In the presence of *[insert]*

SIGNED on *[insert]* behalf of *[insert]*

By *[insert]* in the capacity of *[insert]*

In the presence of *[insert]*

ESHS Performance Security

[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 _____ (*[insert total in text]*),⁴⁶ 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____⁴⁷, and any demand for payment under it must be received by us at this office indicated above on or before that date.

⁴⁶ 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.

⁴⁷ 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

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.

response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

Advance Payment Security

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

Guarantor: _____

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

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

At the request of the Applicant, we as Guarantor hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures and words]* (____)⁴⁸ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert numbers]* at *[insert name and address of Applicant's Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall

⁴⁸ 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.

expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[inset month]*, 20____,⁴⁹ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

⁴⁹ Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

Retention Money Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

RETENTION MONEY 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 _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract 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 Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures] () [amount in words]*⁵⁰ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract,

⁵⁰ The Guarantor shall insert an amount representing the amount of 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 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 Beneficiary.

without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

This guarantee shall expire no later than the ____ Day of _____ 2____⁵¹, and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

⁵¹ Insert the date 28 days after the expected date of issuance of Performance Certificate. 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".